



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, February 17, 2009

7:00 PM

Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Limited to forty [40] minutes, four [4] minutes per person.
Comments MUST be related to a specific agenda item
slated for action at the meeting.

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1	Jessie Cornelius	9 [2] 9110
2	JANN LITTLE	# 8
3	Richard Richards (Richards)	Item # 15
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name:

MARZO SUAREZ

(Please Print)

Council Member Signature:

Marzo Suarez

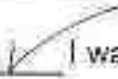
Meeting Date:

2/17/09

Item for Discussion/Vote:

Minutes from 2/3/09 meeting

Reason for Absention:



I was not present for original meeting/discussion.

I have a personal/familial interest in the issue.

Other:

Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name:

MARIO SUAREZ

[Please Print]

Council Member Signature:

Mario Suarez

Meeting Date:

2/17/09

Item for Discussion/Vote:

Minutes from 2/10/09 meeting

Reason for Absention:



I was not present for original meeting/discussion

I have a personal/familial interest in the issue:

Other:

Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



Oconee County Auditor
Linda R. Nix

415 S. Pine Street, Walhalla, SC 29691
Telephone: 864-638-4158 Fax: 864-718-1015

February 17, 2009

Ms. Susie Cornelius
170 Old Mill Lane
Mtn. Rest, SC 29664

RE: Ratios charged for tax purposes

Dear Ms. Cornelius,

Per your request, I am listing the ratios charged for tax purposes:

Residential Property	4%
Farm Use	4%
Commercial Farm	6%
Commercial Property	6%
Other Property	6%
Vehicles/Light Trucks	6%
Heavy Duty Trucks	10.50%
Motor homes	6%
Campers	6% or 10.50%
Motorcycles	6%
Business Vehicles	10.50%
Aircraft	6% per county ordinance
Boats/Motors	6% or 10.50%
Small Businesses	10.50%
Manufacturing Real Property	10.50%
Manufacturing Personal Property	10.50%
FILDT (real and personal)	NEGOTIATED normally 6%, can be as low as 4% based on amount of fee and amount invested.
Utilities	10.50%
Rail Roads	9.5%

If I can be of further assistance to you regarding this matter, please let me know.

Christy W. Porter
Chief Deputy Auditor

MEMORANDUM

February 2, 2009

To: Dale Surrett
County Administrator

From: Kendra Brown, CPA, CGFO
Assistant County Administrator for
Administrative Services and Finance

RE: **Second Quarter Schedule of Revenues,
Expenditures and Changes in Fund Balance FY
2008/2009**

Please find attached the 2nd Quarter Schedule of Revenues, Expenditures and Changes in Fund Balance as of December 31, 2008. I would like to offer the following to qualify the report.

- Page one (1) is a Summary Report which shows revenues collected at \$19,085,995 and expenditures at \$20,409,573. The 3rd Quarter Report will reflect a larger revenue stream based on the collection of Real Estate Taxes.
- Other Financing Sources transferred in at \$1,895,596
 - General Fund balance carry forward \$881,649
 - The prior year amount was \$1,365,426 million and Council implemented a five (5) year phase out during the 2007-2008 budget process.
 - General Fund balance carry forward \$223,000
 - Council voted during the 2008-2009 budget process to supplement the Assessor Office with undesignated fund balance for Assessor Mobile.
 - Rock Quarry Contribution for 2008-2009 Budget Year \$790,947
- Other Financing Sources transferred out \$608,000
 - Transfer to the Capital Improvement Plan \$608,000
 - Included in the 2008-2009 Budget Ordinance to fund the Capital Improvement Plan.
- Changes in Fund Balance – The prior year end June 30, 2007 Fund Balance was \$13,468,276. The June 30, 2008 ending Fund Balance was \$18,287,473, which reflects an increase of \$4,819,197. This increase was due to the dissolution of the Solid Waste Fund, which was combined with the General Fund.

I will be more than happy to answer any questions that you may have relating to this report. The 3rd Quarter Report will be available the 2nd week of April, 2009.

Kendra Brown, CPA, CGFO
Assistant County
Administrator for
Administrative Services and
Finance

Oconee County
Administrative Services
415 South Pine Street
Dacula, GA 30034

Phone: 678.674.7235
Fax: 678.718.1022

E-Mail:
kbrown@ococountygov.com



Oconee County, South Carolina
 General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance-Summary
 Year to Date Totals as of December 31, 2008

	Original Budget	YTD Actual	Variance/ Remaining Budget	% Remaining
REVENUES				
Taxes	39,056,157	13,661,008	16,394,349	55%
Licenses, Permits and Fees	3,356,122	1,411,728	1,924,394	58%
Intergovernmental	4,192,093	2,262,345	1,929,748	45%
Fines and forfeitures	870,000	268,493	601,507	53%
County airport	566,670	251,000	314,870	55%
Parks & Recreation	300,000	124,913	175,087	58%
Miscellaneous and other	728,298	330,081	398,217	58%
Franchise Fees	72,000	0	72,000	103%
Interest Income	450,000	774,630	-324,630	-72%
Total Revenues	40,271,340	19,685,995	21,185,345	53%
EXPENDITURES				
Administration	1,454,840	321,232	933,608	57%
Airport	806,708	201,365	605,343	75%
Community Services	2,577,776	1,419,513	1,158,263	45%
Direct Aid	935,745	573,322	362,423	31%
General Government	4,752,326	2,428,090	2,304,246	43%
Judicial Services	2,779,810	3,850,399	1,070,511	41%
Public Safety	12,250,350	6,408,356	5,841,274	48%
Public Works	12,563,353	6,193,424	6,369,929	63%
State Services	671,815	437,846	233,769	35%
Taxation	2,755,933	7,535,236	1,150,637	43%
Total Expenditures	41,558,936	20,409,573	21,149,363	51%
Excess (deficiency) of revenues over expenditures	(1,287,596)	(1,323,578)	35,882	
Other financing sources (uses)				
Interfund transfer in	1,895,596	0	1,895,596	
Interfund transfer out	(608,000)	0	(608,000)	
Total other financing sources	1,287,596	0	1,287,596	
Total	0	(1,323,578)	1,323,578	



Oconee County Chapter
224 E. Main Street
Walhalla, South Carolina 29691
(864) 638-5619
Fax (864) 638-9242

February 5, 2009

Dear Honorable County Council Members:

On behalf of the Oconee County Chapter of the American Red Cross, I am forwarding to you letters of support from: Henry Gordon, former Oconee County Emergency Services Director; Chief Shane Phillips with the Seneca Fire Department; and William Tatum, Chief of the Walhalla Rescue Squad and former Director of 911 with Oconee Medical Center.

I know that no one on the Council needs to be reminded of the significant impact we have had on the lives of the people of Oconee County. We have done this while working hand-in-hand with the other emergency responders in the County by responding to disasters, opening and operating emergency shelters, participating in county drills, providing rehab to firefighters and rescue squad personnel and also the valuable support we provide directly to the victims of fires and other disasters. Unfortunately our ability to continue to provide these services is being seriously threatened by an extreme shortfall in funding.

While we have no doubt in our ability to overcome our fiscal deficit over the long term, we have pressing needs that require an immediate source of funds. Please have no fear that this would in any way create a precedence nor is it our intentions of making a habit of asking the Council for bailout. It is with great displeasure that we find ourselves in the position of needing to ask to begin with. **In short, we need you to support us so that we can continue to support Oconee County.**

As you know, we rely on volunteers and donations to help us in responding to emergencies. Some of you may or may not know that **we are not reimbursed** for gas mileage, utility bills or for the cost of providing our services. We have given wholeheartedly to Oconee County for the past 90 years and it is our hope that the County will see fit to support us in our time of need.

After conducting due diligence and examining every possible cost saving/cutting measure, we have concluded that we are in need of an additional \$25,000. Our ability to continue to provide the level of service expected by the members of this Council and the County residents as a whole depends on it.

We are prepared to offer valuable training services to all County employees in order to offset as much of this funding as possible. We see an excellent opportunity to do so in the area of Health & Safety training. The value of training 400 County employees (\$52 per person) in CPR and First Aid would be \$20,800. We are offering this to the County at no charge. For years and years, as a service to Oconee County, we have only charged a \$5 per module fee for anyone affiliated with the fire departments or rescue squads. This is only a fraction of the normal fee. We are prepared to waive the \$5 fee for the County's fire & rescue personnel for this training. We will be happy to explore any other opportunities for us to be of assistance to the County.

Upon request, we will provide detailed training records by department/group. These reports will be categorized by name, date, and type of certification. We provide courses and certifications that are recognized nationwide. Currently, the South Carolina Fire Academy is including the American Red Cross First Responder training as part of the academy's flagship Course 1151 Firefighter Candidate School. (See attached document.) Our CPR for the Professional Rescuer is accepted as a pre-requisite for all EMT levels of training in the state. (See attached document.)

We deeply regret that we must come to the honorable members of this Council with our collective hands out. Rest assured, we would not be here if we had **any other recourse**. We appreciate your time and consideration and look forward to continuing to provide the crucial services that the people of Oconee County have come to count on. Thanks to each of you for the great work you are doing!

I look forward to seeing you all at the February 17th session. If you have any questions or concerns prior to your meeting, please feel free to contact me directly at 638-5619 or come by my office at your convenience.

Kindest Regards,



Kathy Rogers-Watson
Executive Director

Serving Oconee County for over 90 years!

February 4, 2009

Kathy,

Thank you for the opportunity to express my gratitude to the Walthalla Chapter of the American Red Cross for all that it does for the community. In my 11 1/2 + years as Director of Emergency Management for Oconee County, the Red Cross has always been there when we needed them. Some of the chapter's services are:

- Providing support and shelters for winter storms, tornadoes, and hazardous material spills;
- supporting search, rescue, and recovery operations, some of which lasted several days, weeks, or even months;
- assisting families during major house fires and wildfires;
- providing rehabilitation for firefighters and rescue workers during emergencies;
- participating on the County Emergency Operations Center (EOC) staff during real life events such as ice storms, tornadoes, and Y2K;
- assisting with numerous drills and exercises such as the biennial Duke Energy Radiological Drill and the DHEC Pandemic Flu exercises;
- providing required CPR, AED, and First Responder training for rescue and fire volunteers;
- training community members in disaster preparedness, first aid, CPR, swimming, pet care and many other areas;
- serving on various Emergency Management committees such as the Special Needs Task Force, the Local Emergency Planning Committee, and the Homeland Security Task Force;
- operating Red Cross shelters for evacuees and assisting with Special Needs shelters during disasters or emergencies;
- operating shelters for hurricane evacuees from coastal areas;
- assisting Hurricane Katrina victims who evacuated to Oconee County with food, clothing, money, and temporary housing; and
- contributing annual input for the update of the Oconee County Emergency Operations Plan.

Thank you again for the many things that you and the Red Cross volunteers do for our community. Oconee County is privileged to have its own Red Cross Chapter; not all counties are as fortunate. I hope that this encourages our community to realize the importance of contributing their time and money to our local Red Cross chapter.

Sincerely,



Henry H. Gordon, Jr.

— Original Message —

From: William Tatum

To: Kathy Rogers

Sent: Wednesday, January 28, 2009 12:37 PM

Subject: Letter of Support

Kathy,

I would like to offer this letter of support to you and the Oconee County Chapter of the American Red Cross.

Your staff and volunteers have been a tremendous asset to the Rescue Division of Oconee County Emergency Services. The arms of your organization have extended out to provide meals and beverages for Rescue Workers performing Dive and Search and Rescue Missions throughout the years. During Fire Ground Operations, your folks have worked seamlessly along side our Rescue Workers providing "Rehab" for the firefighters of Oconee County. The comfort measures you all provide keep our members going in order to complete their task at hand.

If my memory serves me right, around the year 2000, the Rescue Chiefs voted to turn to you for the most important aspect of our mission. Training. Over the past years, OCARC has provided thousands of hours of instruction in the disciplines of Medical First Response, Cardio Pulmonary Resuscitation, Automatic External Defibrillation and Preventing Disease Transmission. All of this was conducted by your volunteers donating their time to instruct our members. The cost of this training was conducted at a fraction of the cost as other providers. Also, many of our members became instructors for your organization.

I feel that if the citizens of Oconee County only knew what all the Red Cross does for not only the Fire and Rescue Departments of the county, but the general public as well, they would have a totally new respect for the Red Cross.

Your missions as well as ours go "thankless" a lot of times. So, I shall end this by giving you and your staff/volunteers a BIG OL' THANK YOU!! I appreciate all you do for Oconee County.

Sincerely,

William Tatum, Chief
Walhalla Rescue Squad
Oconee County Emergency Services
omhparamedic@yahoo.com

Kathy Rogers

From: "Chief Shane Phillips" <senecafirechief@bellsouth.net>
To: "Kathy Rogers" <americanredcr858@bellsouth.net>; "William Tatum" <omhparamedic@yahoo.com>; "Wayne Garland" <wgarland@nuvox.net>; "Robert A. Kinder, Jr." <rkinder@totalpaging.com>; "Jeff Bates" <windyhillsstable@bellsouth.net>; "James Ashton" <wildlandfiremedic@yahoo.com>; "Billy McAlister" <ER4Billy@aol.com>; <angelascclayton@aol.com>; <pldmontinker@aol.com>
Sent: Monday, January 26, 2009 3:51 PM
Subject: Re: Red Cross Request

Boy, where do you start when you talk about the Oconee Chapter of the American Red Cross? Words cannot even begin to express my gratitude for the Red Cross and what they do for our community.

I am sure that when most people think of the Red Cross they think of major disasters such as Hurricane Katrina or the tsunamis overseas. These are true examples of where the Red Cross steps in and assists responders and victims, but they do so much more behind the scenes at local emergencies as well.

I have been with the City of Seneca now for three years and can tell you that they have responded on every structure fire or catastrophic event that I have responded to in our community. No matter the day, time, or weather condition the Oconee Chapter of the American Red Cross responds with us to provide support to our agency as well as the victims involved in the response. These men and women respond all over the county to provide refreshments and rehabilitation materials to crews when they need them the most. Not only do they take care of us, they make sure that the displaced families of large-scale events are provided for when it comes to food, clothing or shelter.

We hear so much about firefighters, EMT's, and police officers being thankless heroes, but if you ask me these men and women of the Red Cross are the true unsung heroes. They respond just as we do for no pay or recognition and put themselves on the front lines of dangerous scenes to help see that the incident is mitigated. They truly take care of every logistical need that is asked of them.

Not many communities are fortunate enough to have an active branch of the ARC as we do and often have to rely on main offices in larger cities to process their requests. This proves to be very time consuming and nonproductive when time is an issue for shelter or food.

They work on a shoestring budget that desperately relies on your contributions. We often take for granted that they will always be there when we need them, but without donations it makes it hard for them to even operate on a day-to-day basis as they do.

If you have contributed in the past, on behalf of our agency I say, "Thank you" from the bottom of my heart. By your donation, you have taken that step to assure that they are there for our community.

If you have not yet had the opportunity to contribute, I urge you to do so. Knowing that your donation stays in the area and supports your fellow neighbors is very comforting as well as rewarding. You never know, their next response could be to your home that is on fire at three in the morning on a cold rainy night to assist you or your family.

--
www.senecafd.com

Chief Shane Phillips B.S., A.S.

"I know in my heart that man is good. That what is right will always eventually triumph. And there's purpose and worth to each and every life."

Ronald Reagan

City of Seneca Fire Department
321 W. South 4th Street
Seneca, South Carolina 29678
(864) 885-2738 - Office
(864) 885-2747 - Fax

DIVISION OF FIRE & LIFE SAFETY

VOLUME 1

ADMINISTRATIVE GUIDELINE


AG-005

1151 FIREFIGHTER CANDIDATE SCHOOL REGISTRATION,
OPERATIONS AND GUIDELINES

REVISION 0

Effective Date 4/4/2006

RECOMMENDED BY:  4/4/2006
Superintendent Date

APPROVED BY:  4/4/2006
Deputy Director, Division of Fire & Life Safety Date

5.0 Procedure

5.1 The 1151 Firefighter Candidate School is the academy's flagship course. This course is accredited by the International Fire Service Accreditation Congress for meeting NFPA 1001 Firefighter II. The 1151 course is only conducted on site and is an intense seven (7) week course. It includes six (6) written test, seven (7) practical skills test, physical fitness activities, field and class participation, homework, working as a team with other students and instructors and curfew restrictions. The students must live on site at the fire station and live together in a fire station like environment. This course requires after hours homework, study groups, watching videos/CDs related to the course material and after hour emergency drills that give the students real-to-life emergency situations to respond to. Students completing this course get the 1151 course on their transcript. They also receive individual transcript credit and certificates for the following academy courses that are part of this course:

→ American Red Cross First Responder
1152 Fundamentals of Basic Interior Structural Firefighting
1136 Flammable Liquids and Gas Firefighting
2722 Haz Mat Operations. Students can challenge the IFSAC Haz Mat Operations exam.
1153 NFPA FFI (IFSAC certificate)
1154 NFPA FFII (IFSAC certificate)
1139 Rescue the Rescuer
3330 Auto Extrication

5.2 Demand is high for this firefighter candidate course. We continue to be impacted by last minute cancellations and no shows. This is detrimental to the fire service and the academy because we usually have students who register but do not get in because the course fills up quickly. We have also encountered problems with fire departments refusing to pay if a student no shows, drops-out or are dismissed. There has been some confusion about how to register for this course and how the waiting list operates. This guideline outlines how this course is administered.

5.3. The academy's relationship for this course like all academy courses is with the Fire Chief and the student, whether paid or volunteer he has approved and registered to attend the course. Payment must be made in advance by the fire department per this guideline. The department is responsible for any cost and expenses incurred by their student. If a problem occurs with a student the fire chief will be notified when applicable. If a chief cannot be reached, disciplinary action up to and including dismissal may be taken and the chief notified as soon as possible. All Academy policies apply to this course. Specific course requirements are outlined in the course student package that the fire chief reviews with his employee. Both sign and return this package to the academy as part of the final registration for this course. If the student has a need to miss class or be out they must notify their fire chief for approval and the Chief should notify the academy. If the chief cannot be reached the academy staff may approve the absence but the Chief will be notified as soon as possible.

5.4 Registration- To improve registration for this course and meet the needs of the fire service the following registration requirements will be used for this course.

1.0 Purpose

This guideline covers the 1151 Firefighter Candidate School operation, registration and student requirements for attending, behavior and site requirements. All participants, attendees, instructors and staff of Fire Academy training are expected to abide by these guidelines at all times. The South Carolina Fire Academy reserves the right to modify our guidelines as necessary at any time to maintain the mission of providing the highest level of training in the safest and most efficient manner. Students will be notified of any change that affects their attendance or participation.

The Fire Academy is a part of the Division of Fire and Life Safety, which operates as a division of the South Carolina Department of Labor, Licensing and Regulation. The Fire Academy provides fire, rescue and emergency response training to emergency service organizations throughout the state, the southeast and around the world. The Fire Academy's mission is to provide the highest level of emergency response and management training as effectively and efficiently as possible for South Carolina's fire and emergency services personnel. This mission is met through an ongoing program of curriculum development and delivery that uses the most up-to-date methods and meets national standards, accreditation criteria and OSHA regulations.

2.0 References

1. AP-010 Instructor Certification Guideline
2. AG-04 Regional Guidelines
3. AP-033 Open Enrollment Guideline

3.0 Definitions

1. 1151 Course. This is the seven (7) week firefighter candidate school that is only conducted at the SCFA. The student who completes this course receives an IFSAC certificate as an NFPA Firefighter II. Students must live on site during the week to participate in this school.

2. Open Enrollment Student. Per our AP-033 Open Enrollment Guideline a South Carolinian who is a non-fire service person may register for our 1151 course. Because fire service personnel get preference it is unlikely that we will have space available to accommodate the open enrollment student. If they are accepted into the course they will be notified and must comply with our AP-033 guideline and they must pre-pay the open enrollment fee of \$2,272.

4.0 Scope and Responsibilities

1. This guidelines applies to all fire departments, fire chiefs and students registering for the 1151 course. It applies to the academy staff and how the academy will administer the 1151 course.

South Carolina Department of Health and Environmental Control - www.scdhec.gov

S.C. Emergency Medical Services

Certification

[Guidelines for Special Purpose Providers and EMTs \(pdf\)](#)

[State Certification Process \(pdf\)](#)

[Reciprocity Guidelines \(pdf\)](#)

[Re-Certification Requirements \(pdf\)](#)

Reciprocity Guidelines

How to Become a Certified Emergency Medical Technician in South Carolina

Updated - January 2009

Contents

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Introduction

For the purpose of these guidelines, the term Emergency Medical Technician (EMT) is inclusive of all levels of certified EMTs in South Carolina. At the present time, South Carolina recognizes three levels of EMT certification:

EMT - Basic	(Emergency Medical Technician)
EMT - Intermediate 85	(Advanced Emergency Medical Technician)
EMT - Paramedic	(Paramedic)



Certification as an EMT - First Responder (Emergency Medical Responder) is not currently recognized as a certified level in South Carolina and does not fall under South Carolina Laws and Regulations pertaining to EMS.

In order to gain certification as an EMT (Basic, Intermediate, Paramedic) in South Carolina, you must meet the following requirements:

1. You hold a current certification as an EMT (Basic, Intermediate, Paramedic) in any US state or US territory
- OR -
You hold a current National Registry Credential as an EMT (Basic, Intermediate, Paramedic)
2. ✱ You hold a current CPR credential.
3. In addition to the above, Paramedics must also hold a current ACLS credential.

For the purposes of EMT certification, South Carolina does not recognize "on-line" courses such as e-ACLS, etc.

The word "current" means that the credential must not be expired and must have a *minimum of six months* remaining after all required documentation has been received and the candidate is approved to receive a South Carolina EMT certification.

Provisional Certification

Individuals who are not Nationally Registered and who otherwise satisfy all reciprocity requirements, will qualify for a SC "Provisional" Certification which will expire on the day of their "out-of-state" EMT credential or up to one year, whichever is less. During their provisional certification period, they will be required to obtain a National Registry credential to renew their SC state EMT certification.

Obtaining EMT Certification in South Carolina

All persons desiring certification as an EMT in South Carolina must file a formal reciprocity application with all required documentation.

EMT Basic - (Emergency Medical Technician)

1. Complete the Reciprocity Application found on page 11 (Please print clearly - or type)
2. Include with that application a copy of your current EMT credential (current National Registry Credential or a current EMT certification from another US state* or territory) for the level of certification you are requesting. Your state or NR credential must indicate that you are certified or licensed as an EMT-Basic. (EMT-Basic or Emergency Medical Technician is acceptable).

*For individuals who are not Nationally Registered, please complete the "Out-of-State Verification" form on page 10. Mail that form to the state or territory EMS office who credentialed you. They will complete this form and they will mail or fax this form back to SC.

3. Include with that application a copy of your current CPR credential. A copy of the card is required. Currently, South Carolina only accepts the following CPR (Provider or Instructor) credentials for the purpose of EMT certification:

- | | |
|--------------------------------------|--|
| - American Heart Association | (AHA) BLS for the Healthcare Provider |
| * - American Red Cross | (ARC) CPR for the Professional Rescuer |
| - American Safety & Health Institute | (ASHI) CPR Pro |

After all requirements for EMT-Basic reciprocity have been satisfied, the individual will be sent a *Certificate Application Card* and must return this (White) card, properly completed and signed prior to receiving a SC EMT certification. For those individuals who are not Nationally Registered, see *Provisional Certification* on page 02.

EMT Intermediate - (Advanced Emergency Medical Technician)

1. Complete the Reciprocity Application found on page 11. (Please print clearly - or type)
2. Include with that application a copy of your current EMT credential (current National Registry Credential or a current EMT certification from another US state* or territory) at the level of certification you are requesting. Your state or NR credential must indicate that you are certified or licensed as an Intermediate. (Intermediate B5, Intermediate 99, or Advanced Emergency Medical Technician is acceptable).

*For individuals who are not Nationally Registered, please complete the "Out-of-State Verification" form on page 10. Mail that form to the state or territory EMS office who credentialed you. They will complete this form and they will mail or fax this form back to SC.

3. Include with that application a copy of your current CPR credential. A copy of the card is required. Currently, South Carolina only accepts the following CPR (Provider or Instructor) credentials for the purpose of EMT certification:

- | | |
|--------------------------------------|--|
| - American Heart Association | (AHA) BLS for the Healthcare Provider |
| * - American Red Cross | (ARC) CPR for the Professional Rescuer |
| - American Safety & Health Institute | (ASHI) CPR Pro |

After all requirements for EMT-Intermediate reciprocity have been satisfied, the individual will be sent a *Certificate Application Card* and must return this (green) card, properly completed and signed prior to receiving a SC EMT certification. For those individuals who are not Nationally Registered, see *Provisional Certification* on page 02.

EMT Paramedic - (Paramedic)

1. Complete the Reciprocity Application found on page 11. (Please print clearly - or type)
2. Include with that application a copy of your current EMT credential (current National Registry Credential or a current EMT certification from another US state* or territory) at the level of certification you are requesting. Your state or NR credential must indicate that you are certified or licensed as a Paramedic.

*For individuals who are not Nationally Registered, please complete the "Out-of-State Verification" form on page 10. Mail that form to the state or territory EMS office who credentialed you. They will complete this form and they will mail or fax this form back to SC.

3. Include with that application a copy of your current CPR credential. A copy of the card is required. Currently, South Carolina only accepts the following CPR (Provider or Instructor) credentials for the purpose of EMT certification:

- American Heart Association (AHA) BLS for the Healthcare Provider
- * - American Red Cross (ARC) CPR for the Professional Rescuer
- American Safety & Health Institute (ASHI) CPR Pro

4. Include with that application a copy of your current ACLS credential. A copy of the card is required. South Carolina does not recognize on-line courses such as the "e-ACLS" course. Currently, South Carolina only accepts the following ACLS (Provider or Instructor) credentials for the purpose of EMT certification:

- American Heart Association (AHA) Advanced Cardiac Life Support
- American Safety & Health Institute (ASHI) Advanced Cardiac Life Support

After all requirements for EMT-Paramedic reciprocity have been satisfied, the individual will be sent a *Certificate Application Card* and must return this (blue) card, properly completed and signed prior to receiving a SC EMT certification.

For those individuals who are not Nationally Registered, see *Provisional Certification* on page 02.

Refresher Course

Individuals who possess a National Registry credential or an EMT certification in another US state or territory may request permission to enter a South Carolina EMT refresher course. Individuals who qualify to receive permission to enter a South Carolina EMT refresher course must meet one of the following requirements:

1. You are in the last year of your state EMT certification:

Check the Refresher Course Needed block on the Reciprocity Application form on page 11.

After successful completion of the course, the candidate must successfully pass the appropriate SC "state*" and/or National Registry certification examination and have a properly completed and signed *Certificate Application* (white, green, or blue) *Card* (which is provided during the course) prior to receiving a SC state EMT certification. *For those who are not Nationally Registered - see *Provisional Certification* on page 02.

2. You are in the last year of your National Registry EMT credential and need to complete a refresher course for National Registry Re-registration requirements:

Check the "*Refresher Course Requested*" block on the Reciprocity Application form on page 11.

3. You have failed the National Registry Written (Computer-Based) examination three times:

A) Check the "*Refresher Course Requested*" block on the Reciprocity Application form on page 11.

B) Enclose a copy of your initial EMT course completion certificate.

Registered Nurses

Registered Nurses may qualify to enter a SC EMT refresher course. The following information must be submitted:

Nurses: (Registered Nurses Only - Other Nursing Credentials, i.e.LPN, etc., are not acceptable)

1. Complete the Reciprocity Application found on page 11. (Please print clearly - or type)
2. Include with that application a copy of your Registered Nurse license.
3. Include a resume which details critical care experience (i.e. Emergency Room, ICU, CCU, etc.)
4. Prior to being certified in South Carolina, the candidate must also possess a current BLS & ACLS credential. A copy of the card(s) is(are) required

Currently, South Carolina only accepts the following CPR (Provider or Instructor) credentials for the purpose of EMT certification:

- American Heart Association (AHA) BLS for the Healthcare Provider
- * - American Red Cross (ARC) CPR for the Professional Rescuer
- American Safety & Health Institute (ASHI) CPR Pro

In addition to the above, Paramedics must also have a current ACLS credential. Currently, South Carolina only accepts the following ACLS (Provider or Instructor) credentials for the purpose of EMT certification:

- American Heart Association (AHA) Advanced Cardiac Life Support
- American Safety & Health Institute (ASHI) Advanced Cardiac Life Support

For the purposes of EMT certification, South Carolina does not recognize "on-line" courses such as e-ACLS, etc.

Upon receipt of the above documentation, the candidate will be sent a letter of permission to enter a SC refresher course of any level (Basic, Intermediate or Paramedic).

After successful completion of the course, the candidate must successfully pass the appropriate SC "state" certification examination and have a properly completed and signed *Certificate Application* (white, green, or blue) *Card* (which is provided during the course) prior to receiving a "provisional" SC state EMT certification, see *Provisional Certification* on page 02.

Background Check Instructions

**INSTRUCTIONS FOR COMPLETING A CRIMINAL BACKGROUND CHECK
REQUIRED FOR ALL EMS PERSONNEL PRIOR TO CERTIFICATION/RECERTIFICATION**

**STATE OF SOUTH CAROLINA
OCONEE COUNTY COUNCIL
ORDINANCE NO. 2009-01**

**AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY
ORDINANCES NO. 2006-027 AND 2008-017 RELATING TO THE
INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS
COUNTIES SO AS TO ENLARGE THE PARK.**

WHEREAS, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the "County") entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the "Agreement"), which was subsequently amended by Ordinance No. 2008-17 enacted on October 21, 2008 by the County resulting in the Agreement as amended by the First Amendment to the Agreement dated November 3, 2008 (hereinafter collectively referred to as the "Park Agreement"); and

WHEREAS, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of the County and Pickens County; and

WHEREAS, the County is desirous of enlarging the Park by the addition of the property described on Exhibit A of the Second Amendment to the Agreement, attached hereto; and

WHEREAS, the County and Pickens County agree that July 25, 2014 will be the effective date of the addition of the property described on Exhibit A of the Second Amendment to the Agreement, attached hereto, to the Park (the "Effective Date"); and

WHEREAS, it is now desired that the boundaries of the Park be enlarged by the addition of the property described in Exhibit A of the Second Amendment to the Agreement, as of the Effective Date; and

NOW, THEREFORE, be it ordained by Oconee County Council that the Park Agreement is hereby and shall be amended as of the Effective Date by the Second Amendment to the Agreement to include the property in Oconee County described in the schedule attached to the Second Amendment to the Agreement as Exhibit A (as such description may be hereafter refined), and that the Chairman of Oconee County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the within enlargement.

Section 1. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Second Amendment to the Agreement and the performance of all obligations of the County under and pursuant to the Second Amendment to the Agreement and this Ordinance.

Section 2. All orders, resolutions, ordinances and parts thereof in conflict herewith are to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE in meeting duly assembled this _____ day of _____, 2009.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Reginald T. Dexter, Chairman, County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulce, Clerk to County Council
Oconee County, South Carolina

First Reading:	February 3, 2009
Second Reading:	February 16, 2009
Public Hearing:	March 3, 2009
Third Reading:	March 3, 2009

Addition to Exhibit A (Oconee County) effective
on July 25, 2014 to
Agreement for Development of Joint County
Industrial Park dated as of January 16, 2007,
Amended on November 3, 2008
and _____, 2009
Between Oconee County and Pickens County

Tract 3 Project US EV-2008



STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)
COUNTY OF PICKENS)

SECOND AMENDMENT OF AGREEMENT
FOR DEVELOPMENT FOR JOINT
INDUSTRIAL PARK

THIS AGREEMENT for the second amendment of an agreement for the development of a joint county industrial/business park located both within Oconee County, South Carolina and Pickens County, South Carolina, such original agreement dated January 16, 2007, and subsequently amended on November 3, 2008, by and between the County of Oconee and the County of Pickens both political subdivisions of the State of South Carolina (the "Agreement"), is made and entered into as of this _____ day of _____, 2009 but with an effective date of July 25, 2014, by and between the parties hereto (the "Second Amendment to Agreement").

RECITALS

WHEREAS, pursuant to the Agreement, Oconee County, South Carolina ("Oconee County"), and Pickens County, South Carolina ("Pickens County") in order to promote economic development and thus provide additional employment opportunities within both of said counties, have established in Oconee County and Pickens County a Joint County Industrial and Business Park (the "Park"); and

WHEREAS, as a consequence of the establishment of the Park, property therein is exempt from ad valorem taxation, but the owners or lessees of such property are required to pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption; and

WHEREAS, pursuant to the Agreement, Oconee County and Pickens County have agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park; and

WHEREAS, Oconee County and Pickens County desire to amend the Agreement, as previously amended, as more specifically provided below;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Second Amendment to Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Second Amendment to Agreement serves as a written instrument amending the entire Agreement between the parties, as previously amended, and shall be binding on Oconee County and Pickens County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina (the "Constitution") provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. **Second Amendment to the Agreement.** As of the date of this Second Amendment to the Agreement, the First Amendment to the Agreement and the Agreement as previously amended is further amended, in accordance with Section 3(B) of the Agreement, so to expand the Park premises in Oconee County, effective as of July 25, 2014 by the addition of one (1) tract of land, to be shown as "Tract 3" on the revised Exhibit A, attached hereto, which shall amend, replace, and supersede the previously amended Exhibit A to the Agreement which was in effect prior to execution of this Second Amendment to Agreement.

4. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Second Amendment to Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Second Amendment to the Agreement.

5. **Termination.** All other terms and conditions of the Agreement as amended by this Second Amendment to the Agreement, and as previously amended, shall remain in full force and effect.

WITNESS our hands and seals of this ____ day of _____ 2009.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Reginald T. Dexter, Chairman of County Council
Oconee County, South Carolina

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

WITNESS our hands and seals as of this ____ day of _____, 2009.

PICKENS COUNTY, SOUTH CAROLINA

By: _____
G. Neil Smith, Chairman of County Council
Pickens County, South Carolina

ATTEST:

By: _____
Donna Owens, Clerk, County Council
Pickens County, South Carolina

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

TRACT 1

Turkey US Corporation
439 Torrington Road
Walhalla, South Carolina 29691

All that certain piece, parcel or tract of land, situate, lying and being in West Union School District, Oconee County, South Carolina, containing 101.45 acres, more or less, as will appear by plat thereon prepared by Schumacher Engineering Services, Dated September 27, 1966, revised November 9, 1966 and February 20, 1967, recorded in Plat Book P-29, page 132 in the office of the Clerk of Court for Oconee County, South Carolina, BEGINNING at a point in the center of Road S 37-324, thence S 75-13 E 36.7 feet to an iron pin corner, old; thence S 75-13 E 1464.6 feet to an iron pin corner, old; thence S 18-16 W 1418.89 feet to an iron pin corner, new; thence N 73-32 W 81.15 feet to an iron pin corner, old; thence S 05-28 W 481 feet to an iron pin corner, old; thence N 74-34 W 1248.93 feet to an iron pin corner, new; thence N 15-32 E 445.85 feet to I.P.O.; thence N 70-08 W 124.83 feet to I.P.O.; thence N 15-20 E 1604.90 feet to I.P.O.; thence N 74-38 W 1050.31 to a stone corner, old; thence N 09-41 W 217.32 feet to I.P.O.; thence N 70-47 E 1351.79 feet to a nail in the center of bituminous road, designated Point "E"; thence S 26-42 E 474.8 feet along center of road to a nail; thence S 23-51 E 276.8 feet along center of road to a nail; thence S 16-07 E 264.8 feet along center of road to a nail; thence S 09-30 E 222.8 feet along center of road to point designated Point "A", same being the point of beginning. Said tract being the major portion of a tract of land conveyed to the Torrington Company (Maine) by Piedmont-Oconee Corp. by deed dated June 17, 1960, recorded in Deed Book 8-1, page 8, and the property conveyed by deed of Leroy C. Martin and Raleigh L. Martin to the Torrington Company (Maine) dated January 25, 1967, recorded in Deed Book 10-8 at page 35, which said conveyance was made to make the center line of road the property line and by deed of James Robert LeCroy to the Torrington Company (Maine) dated February 14, 1967, recorded in Deed Book 10-8, page 34 which deed was made to make the center line of road the line, less a strip of land conveyed by The Torrington Company (Maine) to James Robert LeCroy by deed dated July 25, 1967, recorded in Deed Book 10-4, page 87, which deed was made for the purpose of making the center line of the road the property line.

TRACT 2

BorgWarner Powertrain Systems Inc.

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca, containing 76.176 acres, more or less and shown and more fully described by acres and bounds on plat of survey thereon made by R. Jay Cooper, P.E. & L.S. dated April 6, 1990, which plat is recorded in the Office of the Clerk of Court for Oconee County in Plat Book A-34, pages 9 and 10 and which is incorporated herein by reference.

The within described property was conveyed to Borg Warner Powertrain Systems Corporation by deed of Embell Industries, Inc. dated September 26, 1995 and recorded in the Office of the Clerk of Court for Oconee County in Deed Book 854 at page 311 on November 5, 1995.

TRACT 3

US-EV 2008

EXHIBIT B
LAND DESCRIPTION
PICKENS COUNTY

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2009-02**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND
DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT
BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND
PROJECT US-EV 2008, AND OTHER MATTERS RELATING
THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT
OF A FEE IN LIEU OF TAXES**

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project US-EV 2008, a corporation duly incorporated under the laws of the State of Ohio (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures engine valves and related products in which the minimum level of new taxable investment is not less than Twenty Million Dollars (\$20,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement which will be maintained, without regard to depreciation, in accordance with the Act, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the

inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserv the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on February 3, 2009, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the County and Williamsburg County, South Carolina ("Williamsburg County") have previously entered into a Joint County Industrial and Business Park Agreement, as amended from time to time (the "Park Agreement"), which currently includes Company property and improvements, including the property where the Project will be located; and

WHEREAS, the Park Agreement is set to expire on July 25, 2014 and, while lawful when first executed, can not be extended as the Act now requires the counties to be contiguous; and

WHEREAS, the Company has therefore requested the County to extend the existing multi-county industrial park with Pickens County, South Carolina (the "Park"), pursuant to Section 4-1-170, *et seq.* of the South Carolina Code of Laws, 1976, as amended (the "MCIP Act"), effective upon the expiration of the existing Park Agreement, to include Company property and improvements, including the property where the Project will be located;

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures engine valves and related products, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subservise the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this ____ day of March 3, 2009.

OCCONEE COUNTY, SOUTH CAROLINA

By: _____
Reginald T. Dexter, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: February 3, 2009
Second Reading:
Public Hearing:
Third & Final Reading:

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESOLUTION 2009-03

The **OCONEE COUNTY COUNCIL** herewith designates **SENIOR Solutions** (formerly the Anderson-Oconee Council on Aging) as a non-exclusive entity in Oconee County to provide transportation to the Elderly.

We further state that the applicant is one of the providers in this geographic area that is or will be providing transportation services to particular sectors of the elderly population.

RESOLVED & ADOPTED in meeting duly assembled this 17th day of February, 2009.

Reginald T. Dexter, Chairman of County Council
Oconee County, South Carolina

ATTEST:

Elizabeth Hulse, Clerk to County Council
Oconee County, South Carolina



Oconee County
Parks, Recreation
& Tourism



Oconee County
Administrative Offices
415 South Pine Street
Walton, W. 29691

Phone: 864-868-1400
Fax: 864-868-1489

Philip S. Shirley
Director of Parks,
Recreation & Tourism
pshirley@oconeeesc.com
www.experienceoconee.com

Ann Leopold,
PRT Secretary
aleopold@oconeeesc.com

TO: Dale Surret, County Administrator
FROM: Phillip S. Shirley, Director of Parks, Recreation & Tourism
CC:
DATE:
RE: **Proposed Policy for Parks**

Proposed Policy for waiving fees at County Parks

Eligible agencies qualify to use the facilities of the Oconee County Parks at no fee during non peak times when scheduled through the PRT office. Eligible agencies include government agencies such as municipalities, the Tribble Center, volunteer fire/rescue members and the School District, and organized youth groups such as girl scouts, boy scouts and 4-H groups. Non peak time is defined as anytime the park is open October-March and weekdays during the remainder of the year as available through the PRT office.

Non-Profit groups are also eligible to use the facilities at no rental fee using this same non-peak calendar; however the parking fee would still apply for entry. All reservations must be made through the PRT office and are subject to availability.



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 17, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

A Recommendation from the Parks, Recreation & Tourism Commission to use \$5,000 from the 75% Local Accommodations Tax fund to assist with funding of an Oconee County Tourism Video and commercial for multi purpose use by many different organizations and agencies. Request approved in PRT Commission on 01-26-09 by a unanimous vote.

BACKGROUND OR HISTORY:

This project is a joint effort of the Parks, Recreation & Tourism department, the Mountain Lakes CVB and the Greater Oconee Chamber of Commerce. The video will pull together a wide variety of information in order to produce a tourism video about Oconee County. The 12-15 minute video will be made as widely available as possible. It can be used as an orientation by groups such as developers, realtors, the Oconee Heritage Center, by county schools, libraries, streamed on web sites (county, tourism, Oconee Heritage Center, Chambers, etc.), distributed to tourists, businesses, and industries, as well used as a major tourism marketing tool by many different Oconee County agencies.

STAFF RECOMMENDATION:

Approval of PRT Commission recommendation for \$5,000.00 to the Greater Oconee Chamber of Commerce to assist with the production of an Oconee County tourism video.

FINANCIAL IMPACT:

\$5,000.00 to be paid out of the 75% local accommodations tax fund. Current balance in the 75% fund is \$40,819.77.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? N/A (review #2001-15 on Procurement's website)

If no, explain briefly:

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available? Yes

If yes, who is matching and how much:

Funds are being sought from a variety of agencies. This request accounts for approximately 25% of the total cost of the video.

Submitted or Prepared By:

Phil Shirley
Director of Parks, Recreation & Tourism
(Department Head/Elected Official)

Approved for Submittal to Council:


Dale Surratt
Oconee County Administrator

Reviewed By/ Initials:

 County Attorney JS Finance MS Grants Procurement

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 02-17-09
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

This is a recommendation by Oconee County Parks, Recreation & Tourism Commission to request funds not to exceed \$900.00 for printing 300 waterfall posters. The PRT Commission approved this request at their meeting on 01/26/09.

BACKGROUND OR HISTORY:

During the Fiscal Year, allocation and spending of Local Accommodations Tax Funds received by the County are allocated to enhance the facilities that serve the tourists who visit the County and support the public services that are available to tourists in order to promote and further encourage tourism in the County.

SPECIAL CONSIDERATIONS OR CONCERNS:

These Waterfall Posters are displayed throughout the County at Accommodations providers, Chambers of Commerce, visitor's centers and other high tourism area attractions as a means to promote tourism in the County. Our current waterfall brochure showing directions and hike information will accompany the poster to give specific information.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes No Review #2001-15 for Procurement & award. If no, explain briefly:

STAFF RECOMMENDATION:

Approve up to \$900.00 for printing of 300 waterfall posters.

FINANCIAL IMPACT:

This project will not exceed \$900.00 with funds coming from the 75% Local Accommodations Tax Fund, with no matching requirement and no impact to the general fund budget. Current balance in the 75% LAT account is \$40,819.77.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

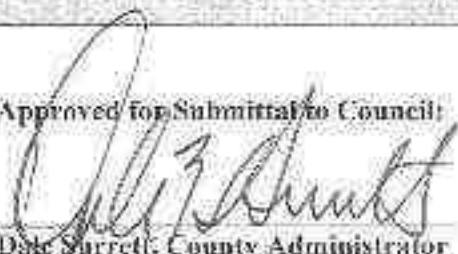
Are Matching Funds Available? No
If yes, who is matching and how much:

ATTACHMENTS

Submitted or Prepared By:

Phil Shirley, PRT
Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

_____VB_____WPC_____
County Attorney Finance Grants Procurement

Other: _____

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 17, 2009
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

A recommendation from the PRT Commission for the release of budgeted Recreation funds in the amount of \$12,500.00 to the Walhalla Recreation Department from account 010-202-30902 to be used in purchasing recreation equipment.

BACKGROUND OR HISTORY:

Money is budgeted for each Council district for youth recreation purposes to eligible organizations. Parks, Recreation and Tourism Commission approved this request on January 26, 2009 by unanimous vote and recommends approval to County Council. As stated in the Approved Distribution Plan of County Funds for Parks and Recreation, County Council must approve requests.

SPECIAL CONSIDERATIONS OR CONCERNS:

Walhalla Recreation Department is an eligible organization and this is an eligible request under the Approved Distribution Plan of County Funds for Parks and Recreation. Funds will be used for football uniforms and officials pay.

STAFF RECOMMENDATION:

Recommendation for approval of \$12,500.00 to Walhalla Recreation Department.

FINANCIAL IMPACT:

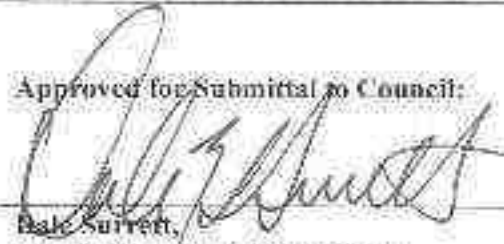
\$12,500.00 of budgeted funds from PRT line item 010-202-30902

ATTACHMENTS:

Submitted or Prepared by:

Phil Shirley
Director of Parks, Recreation & Tourism
(Department Head/Elected Official)

Approved for Submittal to Council:


Dale Surrent,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 2/17/2009
COUNCIL MEETING TIME: 7PM

ITEM TITLE OR DESCRIPTION:

Seek approval from County Council for Change Order#1 in the amount of \$47,945.31 to PO#45198 for Love, Thornton, Arnold & Thomasan.

BACKGROUND OR HISTORY:

This law firm is handling the courthouse litigation process and has continued work that needs to be done. They have submitted invoices in the amount of \$2945.31 that need to be paid and we intend to increase the current PO to \$40,000 for the continued work in this litigation process.

SPECIAL CONSIDERATIONS OR CONCERNS:

There is a remaining balance in the Courthouse Litigation account 012-501-82004-00000 of \$161,078.52.

STAFF RECOMMENDATION:

Staff recommends approval of this change order in the amount of \$47,945.31

FINANCIAL IMPACT:

The approval of this change order will decrease the remaining balance in the account 012-501-82004-00000 to \$113,133.21.

ATTACHMENTS:

Requisition for Change Order#1 to PO# 45198.

Submitted or Prepared by:



(Department Head/Elected Official)

Approved By:


Dale Surrency,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

 _____ Finance

_____ Procurement

C: Clerk to Council

OCONEE COUNTY REQUISITION

Sections 1 & 2 of application & 3 of invoice/quote for these requisitions are to be submitted to the Procurement Office. Request form received without complete information will be returned to the requesting dept by administrative.

SECTION 1: GENERAL INFORMATION & DEPT HEAD SIGNATURE

(to be filled out & signed by initiating dept)

DATE: 2/12/2009 INITIATING DEPT: FACILITIES MAINTENANCE

BUDGET CODE: 012 - 501 - 52034 - 00050

AMOUNT APPROVED IN BUDGET CODE(S) ABOVE FOR THIS PURCHASE: \$

(Note: Amount in this section is using any budget available - total operational, small capital, capital equipment, buildings & grounds)

If you or department has purchased this item(s) previously, fill in the previous PO #

DELIVERY INSTRUCTIONS:

BY SIGNING BELOW, I CERTIFY THE FOLLOWING:

The items listed below are needed by this department for the sole use & benefit of Oconee County and have been approved in my budget.

[Signature]
DEPARTMENT HEAD SIGNATURE (if approved designee)

SECTION 2: OTHER REQUIRED SIGNATURES

If Dept. Engineer, Communications, etc. are to be involved contact: _____
Funds Certification by the Finance Office

SECTION 3: GRANTS USE ONLY

NAME OF GRANT: _____

DEADLINE TO SPEND FUNDS:

(Note: You must fill in this section if using grant funds from other funds that have a deadline for spending a PO.)

Are there any special timing requirements? yes no

BIDDER #1		BIDDER #2		BIDDER #3	
Company Name	Law, Tramm, Arnold & Associates				
Parade Question	(only for items)				
Phone Number	888-243-8385				
Fax Number	860-271-7972				
Delivery Time					
Notes					

QTY	Unit of Measure	Description	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
		Charge Order # to PO 45191 - Law, Tramm, Arnold & Associates						
		To increase the amount of PO to cover payment of outstanding invoices in the amount of \$7945.31 and to add \$40,000 for work that still needs to be completed with the courthouse litigation process.						
		Subtotal:	47,945.31					
		Freight (if applicable):	N/A					
		Sales Tax (5%):	N/A					
		GRAND TOTAL		\$47,945.31				

PROCUREMENT OFFICE USE ONLY:

Issued To: _____
PO # _____
Ordering Instructions: FAX: MAIL: DEPT: E-MAIL: _____
Copy of PO to: _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 2/17/2009
COUNCIL MEETING TIME: 7PM

ITEM TITLE OR DESCRIPTION:

Seek approval from County Council for Change Order#1 in the amount of \$48,776.24 to PO# 44635 for Ard, Wood, Holcombe & Slate.

BACKGROUND OR HISTORY:

This architectural firm has been handling all drawings and fixes for the courthouse litigation process. To date, we have paid this firm \$121,815.00 and we have outstanding invoices in the amount of \$23,776.24 that need to be paid and the remaining \$25,000 that we are requesting is for continued work that needs to be done in this courthouse litigation process.

SPECIAL CONSIDERATIONS OR CONCERNS:

There is a remaining balance in the Courthouse Litigation account 012-501-82004-00000 of \$113,133.21 after approval of Change Order# 1 to PO# 45198, Love Thornton, Arnold & Thomason.

STAFF RECOMMENDATION:

Staff recommends approval of this change order in the amount of \$48,776.24


FINANCIAL IMPACT:

The approval of this change order will decrease the remaining balance in the account 012-501-82004-00000 to \$64,356.97.

ATTACHMENTS:

Requisition for Change Order#3 to PO# 44635.

Submitted or Prepared by:



(Department Head/Elected Official)

Approved By:



Dale Surratt,
Oconee County Administrator

Reviewed By/ Initially:

_____ County Attorney

 Finance

_____ Procurement

C: Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 2/17/2009
COUNCIL MEETING TIME: 7PM

ITEM TITLE OR DESCRIPTION:

Seek approval from County Council for Requisition of a new PO to Thomas Martin, County Attorney in the amount of \$5,000.

BACKGROUND OR HISTORY:

Mr. Martin is the newly appointed county attorney and will handle this litigation process from the county side. He will correspond with Andy Goldsmith (attorney) and Danny Ard (architect) throughout the rest of this litigation process.

SPECIAL CONSIDERATIONS OR CONCERNS:

After approval of both change orders to Love, Thornton, Arnold & Thomason and to Ard, Wood, Holcombe & Slate, there is a remaining balance of \$64,356.97 in the litigation account, 012-501-82004-00000.

STAFF RECOMMENDATION:

Staff recommends approval of this requisition for a new PO to Thomas Martin, County Attorney in the amount of \$5,000.

FINANCIAL IMPACT:

The approval of this change order will decrease the remaining balance in the account 012-501-82004-00000 to \$59,356.97.

ATTACHMENTS:

Requisition for new PO to Thomas Martin, County Attorney.

Submitted or Prepared by:



(Department Head/Elected Official)

Approved By:



Dale Surratt,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

 Finance

_____ Procurement

C: Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 17, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Award of contract for professional design services of Davis & Floyd, Inc. of Greenwood, SC, to replace a deficient bridge at North Jenkins Bridge Road, TC-49, at the Toxaway Creek crossing.

BACKGROUND OR HISTORY:

The bridge is a single lane bridge on a rural two lane road. The bridge uses an outdated, inadequate, gutteral protection system. Also, scouring along the bridge foundation is a cause for concern. The bridge decking has to be repaired on a regular basis. See Attachment 1.

SPECIAL CONSIDERATIONS OR CONCERNS:

Under the Request for Qualifications #06-17, Davis & Floyd, Inc. was selected as qualified to provide Transportation Planning, Stormwater Management, Roadway and Bridge Design, and General Engineering Services. County Council approved a contract and fee schedule February 20, 2007 and this contract is in its second renewal period.

in other agreement with Oconee County with same kind of
The scope of services provided by Davis & Floyd, Inc. shall consist of bridge design, retaining wall design, bridge and retaining wall construction plans and specifications, high water elevation determination, Operation and Maintenance Manual, construction cost estimate, anticipated construction schedule, obtaining applicable permits, bid documents, evaluation of bids and recommendation of lowest responsible bidder. Attachment 2 more clearly outlines the scope of work and related fees. Construction Management and Inspection of Construction are not included in the current scope of work.

STAFF RECOMMENDATION:

Staff requests that County Council approve Davis and Floyd, Inc. to perform professional design services to design and bid the bridge replacement project, as defined by the attached Agreement for Professional Services, for a fee not to exceed \$11,450.

FINANCIAL IMPACT:

Bridge replacement is budgeted from line item 010-601-50882.

ATTACHMENTS:

1. Photograph of Jenkins Bridge.
2. Agreement for Professional Service to Design and Bid the replacement of Jenkins Bridge at Toxaway Creek.

Submitted or Prepared By:

Approved by: Submittal to Council:

Rabyn M. Courtright
Procurement Director

Dale Surrett, County Administrator

Reviewed By/ Initials:

County Attorney

Finance

Grants

C: Clerk to Council

DAVIS & FLOYD

Acceptance Copy

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this 9th day of February, 2009 is pursuant to the Agreement and Contract Between County of Oconee ("Client") and Davis & Floyd, Inc. ("D&F") dated 20th day of February 2007.

SERVICES. D&F agrees to provide those services set forth below, in connection with D&F's project ("the Project"), described as follows:

Replacement of bridge, located on North Jenkins Bridge Road, spanning over Toxaway Creek, in Oconee County, South Carolina.

SCOPE OF WORK. D&F agrees to provide and Client authorizes D&F to provide the following services:

(See Attachment A - "Scope of Work")

shall work around

COMPENSATION. Our compensation for the Professional Services delineated above will be based on an hourly rate as referenced in the Standard Personnel Rate Schedule, Attachment "C" of Contract. In addition, reimbursable expenses incurred in connection with the Project will be itemized and included in our monthly invoices. This might include such items as reproduction, travel and subsistence, long distance telephone calls, computer time, etc. The cost of these services ~~will be as shown on S.O. 400~~. Any changes to the scope of work which result in additional charges will be handled as change orders.

AGREEMENT VALIDITY. This Agreement is valid only if signed within forty-five calendar days of the date of this agreement as noted above unless officially extended by both parties.

Accepted By: _____

Date: _____ Name: _____

Title: _____

DAVIS & FLOYD, INC.

By: James R. Linnaman

Title: President & Chief Operating Officer

ATTACHMENT "A"

SCOPE OF WORK

The work to be performed by Davis & Floyd, Inc. will consist primarily of bridge design, retaining wall design, production of final bridge and retaining wall construction plans with quantities and high water elevation, production of Operation and Maintenance Manual, preparation of construction cost estimate and anticipated construction schedule, providing any special specifications not covered in the "South Carolina Department of Transportation Standard Specifications for Highway Construction, Edition 2007, surveying, obtaining applicable permits, preparation of bid documents, attending pre-bid conference, bid phase services, shop drawing review, and production of As-Built Plans. *All in cooperation with County staff and consultants* Oconee County will be responsible for the following if required: establishing and locating route, geotechnical engineering, rights-of-way plans, right of way acquisition, traffic control plans, utility relocation plans, *survey and appraisal and work and design prepared by Davis & Floyd, Inc.* advertising the project, conducting the bid opening and awarding of the contract and any other necessary tasks not listed above.

Davis & Floyd, Inc. shall design the bridge in accordance with the AASHTO Standard Specifications for Highway Bridges, Sixteenth Edition, 1996 and

Deerfield County Bridge
 Bridge Replacement Project
 ENGINEERING MAN-HOURS

ATTACHMENT B

Task Description	Senior Project Manager	Senior Engineer	Engineer	Designer	Licensed Surveyor	Survey Crew Chief	Subcontractor
TASK 1 - OPERATIONS & MAINTENANCE BIDDAL							
Produce Operations & Maintenance Manual	2	3	0	0	0	0	0
Check Operations and Maintenance Manual							2
SUBTOTAL TASK 1	2	3	0	0	0	0	0
TASK 2 - QUANTITIES							
Calculate Quantities		1	4				
Check Quantities calculations				0			
SUBTOTAL TASK 2	0	1	4	0	0	0	0
TASK 3 - BIDDING SERVICES							
A. Prepare Bid Documents	12						
B. Copy & Mail Bid Documents to Bidders	8						
C. Conduct Pre-bid Meeting at the site	20	0	0	0	0	0	0
SUBTOTAL TASK 3	40	0	0	0	0	0	0
TASK 4 - AS-BUILT DRAWINGS							
As-built field survey			8	8			
Produce as-built drawings			2	8			
Check drawings							
SUBTOTAL TASK 4	0	0	10	16	0	0	0
TASK 5 - SHOP DRAWING REVIEW AND TECHNICAL ASSISTANCE DURING CONSTRUCTION							
A. Engineering review	2	0	0				
B. Construction Services	8						
SUBTOTAL TASK 5	10	0	0	0	0	0	0
TOTAL MAN-HOURS (TASKS 1-5)	52	33	78	58	0	0	0

AGENDA ITEM SUMMARY
OCDNEE COUNTY, SC

COUNCIL MEETING DATE: February 17, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Award of contract for professional design services to Davis & Floyd, Inc. of Greenwood, SC, to replace a deficient bridge at North Jenkins Bridge Road, TL-49, at the Toxaway Creek crossing.

BACKGROUND OR HISTORY:

The bridge is a single lane bridge on a rural two lane road. The bridge uses an outdated, inadequate, guardrail protection system. Also, scouring along the bridge foundation is a cause for concern. The bridge decking has to be repaired on a regular basis. See Attachment 1.

SPECIAL CONSIDERATIONS OR CONCERNS:

Under the Request for Qualifications #06-17, Davis & Floyd, Inc., was accepted as qualified to provide Transportation Planning, Stormwater Management, Roadway and Bridge Design, and General Engineering Services. County Council approved a contract and fee schedule February 26, 2007 and this contract is in its second renewal period.

The scope of services provided by Davis & Floyd, Inc. shall consist of bridge design, retaining wall design, bridge and retaining wall construction plans and specifications, high water elevation determination, Operation and Maintenance Manual, construction cost estimate, anticipated construction schedule, obtaining applicable permits, bid documents, evaluation of bids and recommendation of lowest responsible bidder. Attachment 2 more clearly outlines the scope of work and related fees. Construction Management and Inspection of Construction are not included in the current scope of work.

STAFF RECOMMENDATION:

Staff requests that County Council approve Davis and Floyd, Inc., to perform professional design services to design and bid the bridge replacement project, as defined by the attached Agreement for Professional Services, for a fee not to exceed \$31,400.

FINANCIAL IMPACT:

Bridge replacement is budgeted from line item 010-601-50882.

ATTACHMENTS

1. Photograph of Jenkins Bridge.
2. Agreement for Professional Service to Design and Bid the replacement of Jenkins Bridge at Toxaway Creek.

Submitted or Prepared By:

Robyn M. Courtright
Robyn M. Courtright
Procurement Director

Approved for Submission to Council:

[Signature]

County Administrator

on Approval of Co. Att. *[Signature]*

Reviewed By/ Initials:

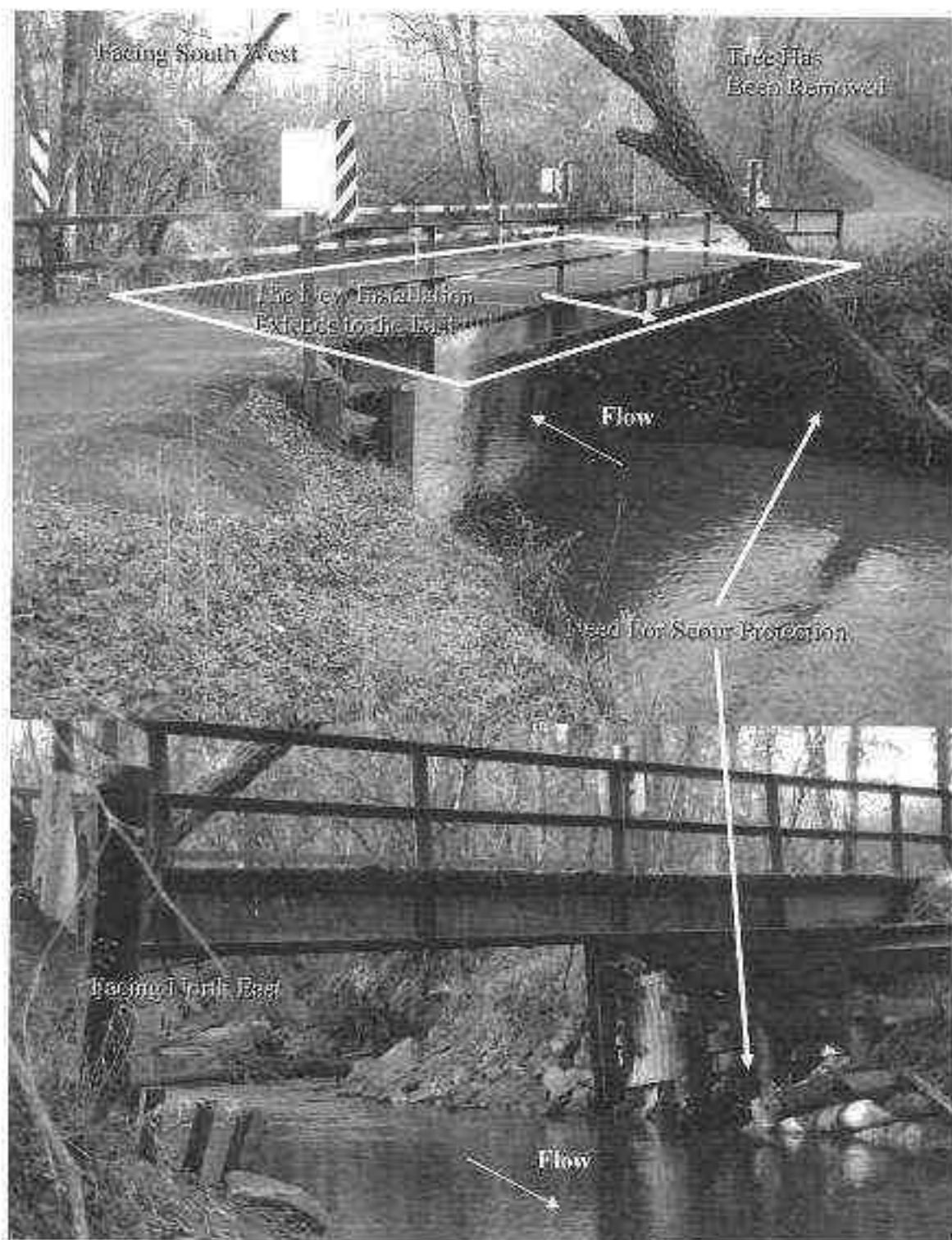
County Attorney

Finance

Grants

C: Clerk to Council

Jenkins Bridge at Toxaway Creek





Acceptance Copy

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this 9th day of February, 2009 is pursuant to the Agreement and Contract Between County of Oconee ("Client") and Davis & Floyd, Inc. ("D&F") dated 20th day of February 2007.

SERVICES. D&F agrees to provide those services set forth below, in connection with D&F's project ("the Project") described as follows:

Replacement of bridge, located on North Jenkins Bridge Road, spanning over Taxaway Creek, in Oconee County, South Carolina.

SCOPE OF WORK. D&F agrees to provide and Client authorizes D&F to provide the following services:

(See Attachment A - "Scope of Work")

COMPENSATION. Our compensation for the Professional Services delineated above will be based on an hourly rate as referenced in the Standard Personnel Rate Schedule, Attachment "C" of Contract. In addition, reimbursable expenses incurred in connection with the Project will be itemized and included in our monthly invoices. This might include such items as reproduction, travel and subsistence, long distance telephone calls, computer time, etc. The cost of these services could be as much as \$31,400. Any changes to the scope of work which result in additional charges will be handled as change orders.

AGREEMENT VALIDITY. This Agreement is valid only if signed within forty-five calendar days of the date of this agreement as noted above unless officially extended by both parties.

Accepted By: _____



Date: _____ Name: _____

Title: _____

DAVIS & FLOYD, INC.

By: James R. Linnarsson

Title: President & Chief Operating Officer



Acceptance Copy

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this 9th day of February, 2009 is pursuant to the Agreement and Contract Between County of Oconee ("Client") and Davis & Floyd, Inc. ("D&F") dated 20th day of February 2007.

SERVICES. D&F agrees to provide those services set forth below, in connection with D&F's project ("the Project") described as follows:

Replacement of bridge, located on North Jenkins Bridge Road, spanning over Foxway Creek, in Oconee County South Carolina.

SCOPE OF WORK. D&F agrees to provide and Client authorizes D&F to provide the following services:

(See Attachment A - "Scope of Work")

COMPENSATION. Our compensation for the Professional Services delineated above will be based on an hourly rate as referenced in the Standard Personnel Rate Schedule, Attachment "C" of Contract. In addition, reimbursable expenses incurred in connection with the Project will be itemized and included in our monthly invoices. This might include such items as reproduction, travel and subsistence, long distance telephone calls, computer time, etc. The cost of these services could be as much as \$31,400. Any changes to the scope of work which result in additional charges will be handled as change orders.

AGREEMENT VALIDITY. This Agreement is valid only if signed within forty-five calendar days of the date of this agreement as noted above unless officially extended by both parties.

Accepted By _____

Date: _____ Name: _____

Title: _____

DAVIS & FLOYD, INC.

By: Jerry R. Simmons

Title: President & Chief Operating Officer



**DAVIS
FLOYD**

Engineering
Architecture
Environmental & Laboratory Services

RECEIVED
FEB 18 2009
Oconee County Procurement

Davis & Floyd, Inc. • P.O. Drawer 428 Greenwood, SC 29648 • 1319 Highway 72/221 E. Greenwood, SC 29649 • (804) 229-5211 (office) (864) 227-7844 (fax)

February 9, 2009

Oconee County, South Carolina
Procurement Office
415 South Pine Street
Walhalla, SC 29691

Attention: Mrs. Robyn M. Courtright

Reference: Agreement for Oconee County Bridge on North Jenkins Bridge Road over
Loxaway Creek.

Dear Mrs. Courtright:

Attached are two signed Agreements for the referenced project. Please sign both Agreements, keep one for your files and return one back to us.

If you have any questions please give me a call. We look forward to working with you on this project.

Thank you,



Andy Castro, P.E.
Associate
Davis & Floyd, Inc.

ATTACHMENT "A"

SCOPE OF WORK

The work to be performed by Davis & Floyd, Inc. will consist primarily of bridge design, retaining wall design, production of final bridge and retaining wall construction plans with quantities and high water elevation, production of Operation and Maintenance Manual, preparation of construction cost estimate and anticipated construction schedule, providing any special specifications not covered in the "South Carolina Department of Transportation Standard Specifications for Highway Construction, Edition 2007, surveying, obtaining applicable permits, preparation of bid documents, attending pre-bid conference, bid phase services, shop drawing review, and production of As-Built Plans. Oconee County will be responsible for the following if required: establishing and detour route, geotechnical engineering, right-of-way plans, right of way acquisition, traffic control plans, utility relocation plans, advertising the project, conducting the bid opening and awarding of the contract and any other necessary tasks not listed above.

Davis & Floyd, Inc. shall design the bridge in accordance with the AASHTO Standard Specifications for Highway Bridges, Sixteenth Edition, 1996 and

the SCDOT 2006 Bridge Design Manual. Live loading will be based on the AASHTO HS-25 truck loading. Davis & Floyd will utilize SCDOT Standard Drawings wherever feasible, and shall base the design on the 2007 Edition of the SCDOT Standard Specification for Highway Construction. All project documents shall be in Customary U.S. Units, except for soft metric reinforcement steel bars.

Oconee County Bridge
 Bridge Replacement Project
 ENGINEERING MAN-HOURS

ATTACHMENT 15

	Senior Project Manager	Senior Engineer	Engineer	Designer	Licensed Surveyor	Survey Crew Chief	Surveyor & Clerical
TASK 1 - PERMITS							
A. Letter Disturbance Permit (NOI)		1	3				
B. No Impact Letter from Coro	2	3					
C. Demolition Request to SCDREC		7					
Subtotal TASK 1	2	11	3	0	0	0	0
TASK 2 - SURVEYING							
A. Survey Management					4		
B. Surveying				2		10	10
C. Cresting				2		10	
Subtotal TASK 2		0	0	2	4	10	0
TASK 3 - BRIDGE & RETAINING WALL DESIGN							
A. Field Investigation	4						
B. Scoping Meeting	4						
C. Review Project Data	2						
D. Layout & Elevations (Bridge Retaining Wall)			8				
E. Calculate Loads			8				
F. Seismic Design			4				
G. Hollow Core Slab Design			8				
H. End Bent Cap Design			8				
I. Miscellaneous Details (Including tie rods)			4				
J. Design Retaining Wall			8	30			
K. Produce Drawings	8						
L. Drawing Review	8			2			2
M. Check Design Calculations (Bridge and Retaining Wall)							
N. Copy Drawings and submit package	2						
X. Specifications	4						
O. Construction Cost Estimate	4						
P. Anticipated Construction Schedule (see Graph)	4	2		2			
Q. Determine Roadway Shift							
R. BIDDING - final Package	8						
Subtotal TASK 3	44	2	25	10	0	0	2
TASK 4 - HYDROLOGY							
Evaluate high water marks		4					
Subtotal TASK 4	0	4	0	0	0	0	0

Oconee County Bridge
 Bridge Replacement Project
 ENGINEERING MAN-HOURS

ATTACHMENT 14

	Senior Project Manager	Senior Engineer	Engineer	Designer	Licensed Surveyor	Survey Crew Chief	Surveyors & Planners
TASK 5 - OPERATIONS & MAINTENANCE MANUAL							
Produce Operations & Maintenance Manual		6					2
Check Operations and Maintenance Manual	2						
Subtotal TASK 5	2	6	0	0	0	0	2
TASK 6 - QUANTITIES							
Calculate Quantities			4				
Check Quantities calculations		1					
Subtotal TASK 6	0	1	4	0	0	0	0
TASK 7 - BIDDING SERVICES							
A. Prepare Bid Documents	12						
B. Copy & Mail Bid Documents to Bidders	6						4
C. Conduct Pre-Bid Meeting at the site							
Subtotal TASK 7	20	0	0	0	0	0	4
TASK 8 - AS-BUILT DRAWINGS							
Aa-Build field survey			6	4			
Produce as-built drawings			2	3			
Check drawings	2						
Subtotal TASK 8	2	0	8	7	0	0	0
TASK 9 - SHOP DRAWING REVIEW AND TECHNICAL ASSISTANCE DURING CONSTRUCTION							
A. Shop drawing review	2	8	8				
B. Construction Services	8						
Subtotal TASK 9	10	8	8	0	0	0	0
TOTAL MAN-HOURS (TASKS 1-9)	80	39	76	58	4	10	8

**Engineering Services
Ocoee County Bridge Replacement Project
Attachment C**

3-F-40-03

TASK	SQ PROJECT MANAGER	SEASON ENDS	ENGINEER	DESIGNER	LICENSED SURVEYOR	SURVEY CREW CHIEF	SUMMER		TOTAL TASK HOURS	TOTAL LABOR
							SCHEMATIC	\$		
	\$	\$	\$	\$	\$	\$	\$	\$		
TASK 1 PERMITS	2	24	0	0	0	0	0	0	24	0
Cost	\$ 230.00	\$ 1,200.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 2,430.00
TASK 2 SURVEYS	5	0	0	0	4	10	0	0	14	0
Cost	\$ -	\$ -	\$ -	\$ 80.00	\$ 307.50	\$ 670.00	\$ -	\$ -	0	\$ 1,057.50
TASK 3 BRIDGE AND RETAINING WALL DESIGN	6	4	0	4	0	0	0	0	0	0
Cost	\$ 3,000.00	\$ 420.00	\$ 4,800.00	\$ 2,200.00	\$ -	\$ -	\$ 100.00	\$ -	0	\$ 14,420.00
TASK 4 PERMITS	1	4	0	0	0	0	0	0	0	0
Cost	\$ -	\$ 420.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 420.00
TASK 5 OPERATION AND MAINTENANCE (ANNUAL)	3	0	0	0	0	0	0	0	0	0
Cost	\$ 3,000.00	\$ 540.00	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	0	\$ 3,540.00
TASK 6 UTILITIES	0	0	0	0	0	0	0	0	0	0
Cost	\$ -	\$ 100.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 400.00
TASK 7 RECORD SERVICES	20	0	0	0	0	0	0	0	20	0
Cost	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 2,000.00
TASK 8 AS-BUILT DRAWINGS	2	0	0	0	0	0	0	0	0	0
Cost	\$ 2,000.00	\$ -	\$ 1,200.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0	\$ 4,200.00
TASK 9 STAFF TRAINING AND TECHNICAL ASSISTANCE DURING CONSTRUCTION	10	0	0	0	0	0	0	0	0	0
Cost	\$ 1,000.00	\$ 840.00	\$ 750.00	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 2,590.00
Total Hours	90	28	0	4	4	10	0	0	277	\$ 27,270.00
Total Labor	\$ 15,400.00	\$ 4,020.00	\$ 7,110.00	\$ 4,200.00	\$ 300.00	\$ 600.00	\$ -	\$ 100.00	\$ 27,270.00	\$ 27,270.00

Attachment D

Oconee County Bridge Replacement Project

Direct Expenses

			OCONEE COUNTY BRIDGE		TOTAL
ITEM	\$	UNIT	#	\$	\$
COMPUTER					
Microstation	\$ 5.00	per hour		\$ -	\$ -
Subtotal					\$ -
TRANSPORTATION					
Per Diem	\$ 70.00	per day	0	\$ -	\$ -
Rental Car	\$ 50.00	per day		\$ -	\$ -
Leased Car	\$ 600.00	month		\$ -	\$ -
Mileage	\$ 0.55	per mile	520	\$ 286.00	\$ 286.00
Subtotal					\$ 286.00
COMMUNICATIONS					
Telephone	\$ 3.00	per call	10	\$ 30.00	\$ 30.00
Postage	\$ 5.00	per package	5	\$ 25.00	\$ 25.00
Cell Phone	\$ 75.00	month	0	\$ -	\$ -
Overnight Delivery	\$ 20.00	per package	5	\$ 100.00	\$ 100.00
Facsimile Transmissions	\$ 1.10	per page	0	\$ -	\$ -
Subtotal					\$ 155.00
PRODUCTION					
Blackline Prints	\$ 1.00	per print	100	\$ 100.00	\$ 100.00
Mylars	\$ 25.00	per mylar		\$ -	\$ -
Color Plotting	\$ 6.00	per foot	0	\$ -	\$ -
Photocopy (B&W)	\$ 0.15	per page	200	\$ 30.00	\$ 30.00
Photocopy (color)	\$ 0.50	per page	0	\$ -	\$ -
Photographs	\$ 25.00	per roll	0	\$ -	\$ -
Subtotal					\$ 130.00
PERMIT APPLICATION FEES					
					0
TOTAL					\$ 571.00

**BRIDGE REPLACEMENT PROJECT
OCONEE COUNTY, SC**

ATTACHMENT E

FEE SUMMARY

DAVIS & FLOYD, INC.

Direct Payroll Cost

	HOURS	RATE	TOTAL
Senior Project Manager	80.00	\$120.00	\$ 10,400.00
Senior Engineer	39.00	\$105.00	\$ 4,095.00
Engineer	78.00	\$95.00	\$ 7,410.00
Designer	58.00	\$80.00	\$ 4,640.00
Licensed Surveyor	4.00	\$95.00	\$ 380.00
Survey Crew Chief	10.00	\$65.00	\$ 650.00
Surveyor & Clerical	8.00	\$50.00	\$ 400.00
Total Direct Payroll Cost =			\$ 27,975.00
			\$ -
	Subtotal		\$ 27,975.00

Direct Costs = \$ 571.00

DAVIS & FLOYD, INC. TOTAL = \$ 28,546.00

TOTAL COST (LABOR, OVERHEAD, FEE, DIRECT, SUBS) \$ 28,546.00

CONTINGENCY (10% OF TOTAL COSTS) \$ 2,854.60

MAXIMUM TOTAL FEE (COST PLUS NOT TO EXCEED) = \$ 31,400.60

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 17, 2009

COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Award the purchase of three 2009 Ford Crown Victoria sedans in the amount of \$65,712.00 to Vic Bailey Ford of Spartanburg, SC per State Contract 4400000369 for Oconee County Sheriff's Department.

BACKGROUND OR HISTORY:

For FY 08-09, County Council approved the purchase of three sedans for School Resource officers (budget code 010-101-50870). This was presented to County Council on January 20, 2009 and motion was made and approved to allow the Sheriff's Department to purchase Crown Victoria sedans and one F-150 truck with the stipulation that Procurement procedures are followed and the total amount of purchase is within FY 08-09 budgeted amount.

BID SOLICITATION HISTORY:

Two local Ford dealers were contacted to determine if they could meet or beat State Contract pricing. After review of the State Contract pricing, both local dealers were not able to meet or beat State Contract pricing for the Ford Crown Victoria sedans. One of the local dealers replied that he could beat SC pricing for the F-150 truck. Procurement is now in the process of issuing a bid for the truck and this award will be brought to County Council at a future meeting.

STAFF RECOMMENDATION:

Award to Vic Bailey Ford of Spartanburg, SC in the amount of \$65,712.00 for the purchase of three 2009 Ford Crown Victoria sedans per South Carolina State Contract 4400000369 (see attached SC State Contract).

FINANCIAL IMPACT:

For FY 08-09, County Council approved \$125,000.00 for the purchase of three small sedans for School Resource officers, two small sedans for training and the balance for un-marked patrol only (budget code 010-101-50870). This justification was changed by County Council on January 20, 2009 giving the Sheriff's Department permission to purchase three Crown Victoria sedans. One Ford Focus and other miscellaneous equipment has already been purchased from this budget line item leaving an available balance before this purchase of \$108,902.95.

ATTACHMENTS

1. State Contract

Submitted or Prepared By:


Rebecca M. Courtney
Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

County Attorney

 Finance

Grants

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

Oconee County Sheriff's Department
3 Ford Crown Victoria Sedan's

Base Price	\$21,914.00
Add-on's	
	none
Deductions	
Street Appearance Package	(\$75.00)
Cloth Front Bucket Seats w/Vinyl Rear Bench Seat	(\$130.00)
HD Black Rubber Floor Covering in lieu of Carpet	(\$105.00)
Sub Total	\$21,604.00
Tax	\$300.00
Total per Vehicle	\$21,904.00
Total for 3 Vehicles	\$65,712.00

SEDAN, FULL SIZE, REAR WHEEL DRIVE, PURSUIT PACKAGE, FLEX-FUEL

Contract No:	4400000369	Current Contract Term:	11/01/08 - 10/31/09
Model:	Ford Crown Victoria P71	Commodity Code:	07105
Contractor:	Vic Bailey Ford Inc PO Box 3568 Spartanburg, SC 29304	Contact Person:	
Telephone:	(800) 922-1365	E-Mail:	dvelter@vicbaileyauto.com
Delivery:	75 Days ARO	Fax:	(864) 594-6802

Base Price:	\$ 21,914
--------------------	-----------

ADDS:

Tow Package - (Standard State Specification)	\$ 145
2 Tone Paint (roof & hood 1 color, balance of vehicle another)	\$ 772
Tremco Police Anti-Theft Integrated System ; (Tremco Phone # (617) 275-7692 - may be dealer installed)	\$ 95
Light Bracket Pre-Wired for Light Installation: Minimum of 8 stranded wires, 4 each 12 gauge, and 4 each 14 gauge. Wires shall extend approximately 18 inches above the roofline, and approximately 48 inches shall be left loose under the dash. The wires shall exit the roof along the vehicle centerline approximately 23 1/4 inches behind the top windshield molding, passing through a rubber grommet which shall prevent water leakage.	\$ 170
Roof Wiring Package for Light Bar	\$ 74

Allen Register, Sr. Procurement Manager
E-Mail: aregister@mmo.sc.gov
Telephone: (803) 737-3419

Materials Management Office
1231 Main St. - Ste 600
Columbia, SC 29201

Section: V
Page: 4
Date: 11/31/98

DEDUCTS:

Map Light (reader mounted above windshield)	\$ 1	
Spotlight, Pillar Mounted	\$ 160	
Street Appearance Package	\$ 75	Deduct
Cloth Front Bucket Seats w/ Vinyl Rear Bench Seat	\$ 130	Deduct
Cloth Front Bucket Seats w/ Cloth Rear Bench Seat	\$ 185	
HD Black Rubber Floor Covering in-lieu-of Carpet	\$ 105	Deduct
Remote Keyless Entry	\$ 192	

NOTE: AM/FM with single CD player is included in the base price on all models with the split bench front seat. Vehicles ordered with front bucket seats must add \$177 to upgrade to the AM/FM with single CD player.

Click link below for an itemized listing of items included in the "Base Price":

SEDAN, FULL SIZE, REAR WHEEL DRIVE, PURSUIT PACKAGE

Link to "Law Enforcement Vehicle Index"

FACTORY INSTALLED OPTIONS:

The following required options shall be furnished in addition to, or in place of, the regular factory standard equipment and will be "Factory Installed", unless otherwise specified.

1. Frame, Heavy duty body-frame construction w/HD frame mounts
2. Steering, power, heavy duty w/oil cooler, front-mounted
3. Extra Cooling (police level) and lower radiator air dam.
4. Brakes, power, heavy duty, four wheel disc (with semi-metallic linings)
5. Suspension, heavy duty front & rear springs, shock absorbers, stabilizer bar.
6. Drive shaft & U-joints, heavy duty w/3 1/2" aluminum drive shaft.
7. Air conditioning, manual w/tinted glass, full.
8. Speedometer, certified calibration in 2 mph increments (0-140 mph) with full analog gauges.
9. Mirrors, day/night rearview, black fold away dual outside, remote control.
10. Windshield wipers, 2-speed intermittent w/washers
11. Trunk release, remote, left door trim panel mounted. (618)
12. Single key locking system (1 key operates all locks (2 keys)
13. Seat belts, 3-point active outside, lap center, front & rear.
14. Body side molding (installed on front & rear doors)
15. Halogen high beam headlights
16. Electrical system wired independently of ignition switch
17. Trunk compartment w/full trunk liner.
18. Power windows, (may have front mounted lockout for rear)
19. Spotlight, drivers side (Pillar mounted, LH #51A).
20. Carpeting, 13.5 oz., color-keyed, full floor.
21. Map light, high intensity, header mounted above windshield, switch controlled
22. Radio, AM/FM Stereo.
23. Air bags (SRS), driver & front passenger
24. Power Door Locks
25. Rear Window Defroster
26. Cruise Control
27. Street Appearance Package (60B) / for Unmarked Car
28. 4-Wheel Anti-Lock Braking, ABS, (552)
29. Limited Slip Differential (95C)
30. Floor Mats
31. Cloth Split Bench (Heavy Duty) w/ Arm Rest and 6-way Power Drivers Seat
32. Radio Noise Suppression (standard state spec.)
33. Keyless Entry
34. Side Impact Air Bags

Police Package designation will be Police Interceptor Standard Equipment, or Group/Miscellaneous Options.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC.**

COUNCIL MEETING DATE: February 17, 2009

COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Procurement is requesting Council's approval to continue the current procedure described below through December 2009 for the purchase of off-road fuel to be picked up and transported by the Roads & Bridges Department's fuel truck for use by off-road fuel users.

BACKGROUND OR HISTORY:

There are only two vendors that can supply off-road fuel that are located in Oconee County, Acree Oil Company and Lindsay Oil Company. During the last fiscal year 2007-2008, Procurement issued quarterly quotes for off-road fuel, but as the price increased, it became necessary to have Council's approval for these purchases. In September of 2008, Council approved Procurement to issue quotes on a monthly basis to buy fuel from whichever vendor gave the best price. The approval was granted based on a six month trial period. **Results are attached.** It is challenging to request bids for off-road fuel pricing because the wholesale rack price varies on a weekly basis, as does the vendors' fuel costs to transport the product. Local vendors are unwilling to quote a price or even a percentage that would be honored for longer than a month. Based on the attached summary, bidding on a monthly basis strikes a balance between competitive bidding. Bidding monthly reduces vendor risks for price fluctuations and excessive staff time and frustration, bidding more often than once a month. The Roads & Bridges, Parks and Recreation, Sheriff's, Solid Waste, Rock Quarry, Airport, Facilities Maintenance, Rural Fire and Emergency Management Departments benefit from the delivery of off-road fuel. The current fuel truck has a capacity to transport 1,500 gallons of off-road diesel fuel and 300 gallons of off-road gas.

SPECIAL CONSIDERATIONS OR CONCERNS:

Most Departments have no alternate way of obtaining off-road fuel. On a yearly basis, the fuel truck typically delivers approximately 110,000 gallons of off-road diesel fuel and approximately 1,400 gallons of off-road gas.

STAFF RECOMMENDATION:

Staff requests that County Council allow the current procedure of requesting monthly quotes from two local vendors for off-road fuel to continue through December 2009, an additional ten months. At that time, the Procurement Department will submit the results to Council for approval to continue with this procurement process.

FINANCIAL IMPACT:

As can be seen from the attached summary, competitive monthly bidding from local vendors has helped the County save money and purchase fuel cheaper than state contract prices.

Off-road diesel is purchased from 010-001-00040-71720.

Off-road gas is purchased from 010-001-0040-71700.

ATTACHMENTS

Attachment I. Summary of Off-Road Diesel Bidding.

Submitted or Prepared By:



Robyn M. Courtright
Procurement Director

Approved for Submittal to Council:



Dale Sarrett, County Administrator

Reviewed By/ Initials:

_____ County Attorney



_____ Finance

_____ Grants

C: Clerk to Council

Summary of Off-Road Diesel Bidding

Bidder	Month to pick up fuel	Date of Rack Sheet	Rack Price	SC Insp Fee	SC Env Fee	LUST Tax	Fad Env Fee	Freight	Margin	Cost per Gallon (plus SC Sales Tax)	PO #	Amount Spent	State Contract Price per Gallon	Savings per Gallon Over SC price
Acree Oil	Dec-08	8/28/2008	3.2389	0.0025	0.0050	0.0010	0.0012	0.0300		\$3.28	45549	\$38,236.25	\$1.93	\$0.36
Lindsay Oil	Dec-08	8/28/2008	3.2385	0.0025	0.0050	0.0010	0.0012	0.0375	0.07	\$3.38				
Acree Oil	Oct-08	9/08/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.97	45845	\$29,821.05	\$0.41	\$0.40
Lindsay Oil	Oct-08	9/09/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0300	0.06	\$3.03				
Acree Oil	Nov-08	11/1/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.17	45748	\$13,453.42	\$2.36	\$0.19
Lindsay Oil	Nov-08	10/31/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0290	0.06	\$2.23				
Acree Oil	Dec-08	10/29/2008	1.7095	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.74	45799	\$6,808.14	\$1.96	\$0.23
Lindsay Oil	Dec-08	11/28/2008	1.6915	0.0025	0.0050	0.0010	0.0012	0.0280	0.016	\$1.74				
Acree Oil	Jan-09	12/9/2008	1.335	0.0025	0.0050	0.0010	0.0011	0.0300		\$1.37	45867	\$8,212.57	\$1.67	\$0.29
Lindsay Oil	Jan-09	12/18/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0250	0.02	\$1.39				
Acree Oil	Feb-09	1/26/2009	1.0015	0.0025	0.0050	0.0010	0.0019	0.0100		\$1.41	45911		\$1.63	\$0.22
Lindsay Oil	Feb-09	1/27/2009	1.4005	0.0025	0.0050	0.0010	0.0019	0.0210	0.03	\$1.48				

KEOWEE FIRE DEPARTMENT

115 Maintenance Road
Salem, SC 29676
Phone: (864) 944-8666
Fax: (864) 944-8420
www.KeoweeFire.com

Oconee County Council

February 17, 2009

Mr. Reg Dexter
Mr. Joel Thrift
Mr. George Blanchard
Mr. Wayne McCall
Mr. Mario Suarez

RE: Agenda item 11-8 Fire Truck Purchase

The Keowee Fire Department respectfully request that you move to approve the purchase of a new stock Pierce Fire Engine for the amount of \$339,896.00 as noted by the Oconee County Procurement Office.

The Keowee Fire Department working with Mr. Burdette and the Procurement Office located a Pierce stock engine that will meet the needs of the Keowee Fire Department. By purchasing this stock engine now rather than customizing a new one later, the County will save an estimated \$30,000.

Again, all features, options, chassis, engine specification, and safety features meet the needs of our department and NFPA guidelines. Pierce manufacturing will also cover the vehicle with a full warranty at time of possession.

The Keowee Fire Department's current 1988 Fire Engine (17B) was slated for replacement by Oconee County during budget year 2008.

Respectfully submitted,

Charles R. Caudill

Chief
Keowee Fire Department



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 17, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Purchase of Pierce Arrow XT Pumper Truck for the Keowee Volunteer Fire Department for \$339,896.00 to Spartan Fire & Emergency Apparatus of Roebuck, SC. Pricing is per Award of Best Value Bid 08-04.

BACKGROUND OR HISTORY:

The Oconee County Volunteer Fire Department's fire trucks have been on a fifteen year replacement cycle. The Keowee truck to be replaced is a 1989 Ford F800 (20 years old).

The new Pierce Arrow XT pumper truck is a "stock" truck, still at the manufacturer, but the chassis and cab have been used for testing and demo purposes. This stock truck closely matches the specifications of the custom pumper truck ordered in December 2008 as an award of BVB 08-04 with only minor differences. Spartan Fire & Emergency Apparatus is the vendor awarded this bid and they have agreed to hold pricing from this bid. The stock truck is offered at a lower price than the custom pumper truck purchased in December.

SPECIAL CONSIDERATIONS OR CONCERNS:

If the County issues a new bid for a new custom pumper truck, once awarded, the lead time to build a new truck is approximately nine months. Also, a new truck built in 2009, even with similar specifications will cost at least 30% more than the truck we currently have on order. It benefits the County to purchase a stock truck that is already manufactured. The stock truck comes with the same warranties as the custom truck on order and the warranty time begins when the County takes delivery of the truck. See attached spreadsheet for comparison of features.

STAFF RECOMMENDATION:

Staff recommends purchase of the stock truck, Pierce Arrow XT Pumper Truck from Spartan Fire & Emergency Apparatus of Roebuck, SC in the amount of \$339,896.00 with pricing per BVB 08-04. This amount includes an additional \$1,265.00 to add a back up camera to the \$338,131.00 cost quoted for the stock truck.

FINANCIAL IMPACT:

For FY 2008-2009 County Council approved three replacement fire engines for \$1,030,000.00 total in budget line 020 107 50870-00000 to be financed by a lease purchase.

ATTACHMENTS

1. Spreadsheet showing comparison of stock truck to custom truck on order
2. Quote and pictures of stock truck

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

_____ County Attorney

 Finance

_____ Grants

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

Spartan Fire and Emergency Apparatus



QUOTATION

ESTIMATE

319 South Port Road, Roebuck, S.C. 29376

Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Keowee Fire Department
115 Maintenance Road
Salem, S.C. 29676

Date of Proposal: January 13, 2009
F.O.B.: Salem, S.C.
Estimated Delivery: (*) 45 Days / contract
Payment Terms: Net Pymt @ Pick Up
Salesman: Chris Harris

Item	Qty	Description	Price	Amount
1	1	2006 Pierce Custom Side Mount Pumper built on an Arrow Xt Cab and Chassis, Caterpillar C13 525 HP Diesel Engine, Allison Automatic Transmission, TAK-4 Independent Front Suspension, 1500 GPM Waterous Pump, 750 Gallon UPF Poly Tank, Husky 12 Foam System, Side Roll Protection, Ladders Thru - the -Body Storage. Built in Accordance with NFPA and the Supplied Specifications (Stock Unit # 18204)		\$337,831.00
		Add Hose Tray for Front Discharge Outlet	No Charge	--
		Add Back Up Camera SV-620, 7" Color Monitor		1,765.00
2	1	SC State Sales Tax		\$500.00
3	1	Delivery and Preparation Cost are Included		
		(*) Stock Units are Available on a Day to Day Basis and Are Subject to Prior Sale		

TOTAL COST \$339,896.00

Feature	Stock Truck # 18204	Custom Pumper Truck on Order
Chassis	Aerow XT Chassis	Contender Series Chassis
Wheelbase	181.5 inches	202 inches
GVM Rating	43,500 lbs	43,000 lbs
Front Suspension	TRAK-4 19,500 lbs	16,000 lbs
Rear Suspension	24,000 lbs	31,000 lbs Saber
Brakes	Meritor Cam Rear 16.50" x 7.00"	Meritor Cam Rear 16.50" x 7.00"
Top Speed	76 mph	86 mph
Bumper	19" extended	22" extended
Fuel Tank	75 gallons	65 gallons
Engine **	Caterpillar C13: 625 hp, 12 SL, 1850 Torque 2007	Cummins ISL 425 hp, 1200 Torque, SaberCC 2007
Exhaust System	5.0 Catalytic Converter, passenger side	4" JSCMSL 2007 engine, officer side
Transmission	Allison Gen IV 400 EWS PR	Allison Gen IV 3800 EWS P
Transmission Shifter	5 speed push button	6 speed push button
Cab	Arrow XT 67"	Contender Series 12' raised roof, custom
Windows	Front side of cab, fixed; rear of cab (2) stationery	No windows side of crew cab, rear of cab - deleted
Cab Protection Package	Side Roll Protection Package	Not included
Seat Belts	height adjustment seat belts	standard seat belts
Lightbar	Code 3 XL500 Series, Built Your Own	Whelen Freedom FN, 12"
Hose Bed Capacity	400 feet of 1.75" 200 feet of 2.5"	400 feet of 2.5" 800 feet of 3" 1200 feet of 5"
Pump	1500 CSU Single Stage Waterous	1500 CSU Single Stage Waterous
Water Tank	7500 gallon	1,000 gallon
Foam System	Husky 12 (single agent)	1400 GPM around the pump, single agent
Generator	Not included - Keeowee has generator on rescue truck	Hanson 8KW MCR Hydraulic
Back-Up Camera	Not included	Safety Vision Rear, 5V-620, 7" color monitor
Slide Out Trays	Not included - not needed per Ritchie at Keeowee	500 lb slide out, 2" size, floor mounted (2 each) 250 lb slide out, 2" sides, adj height, (2 each)

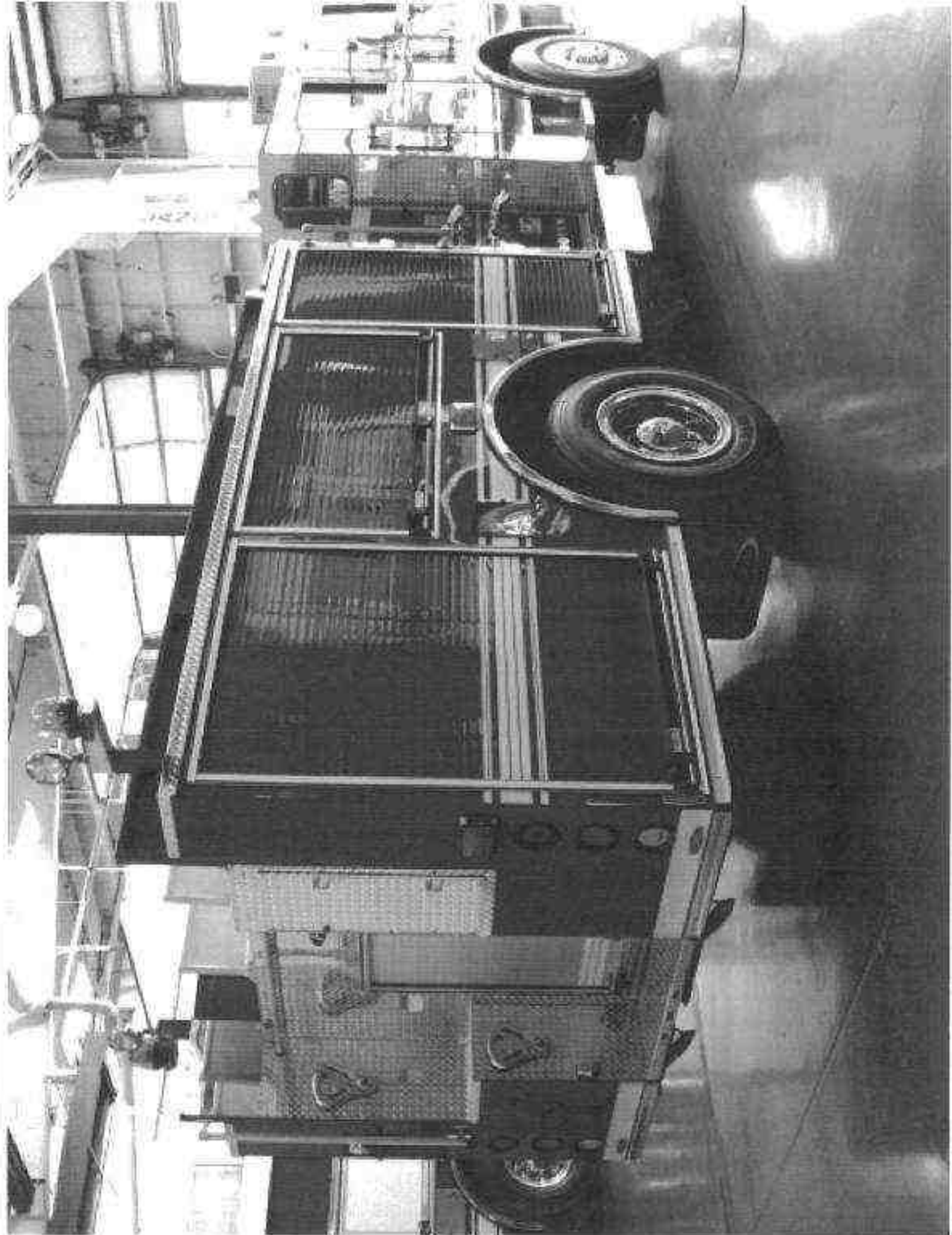
** Caterpillar engine approved per conversation with Ronnie Smith, Vehicle Maintenance 2/11/08

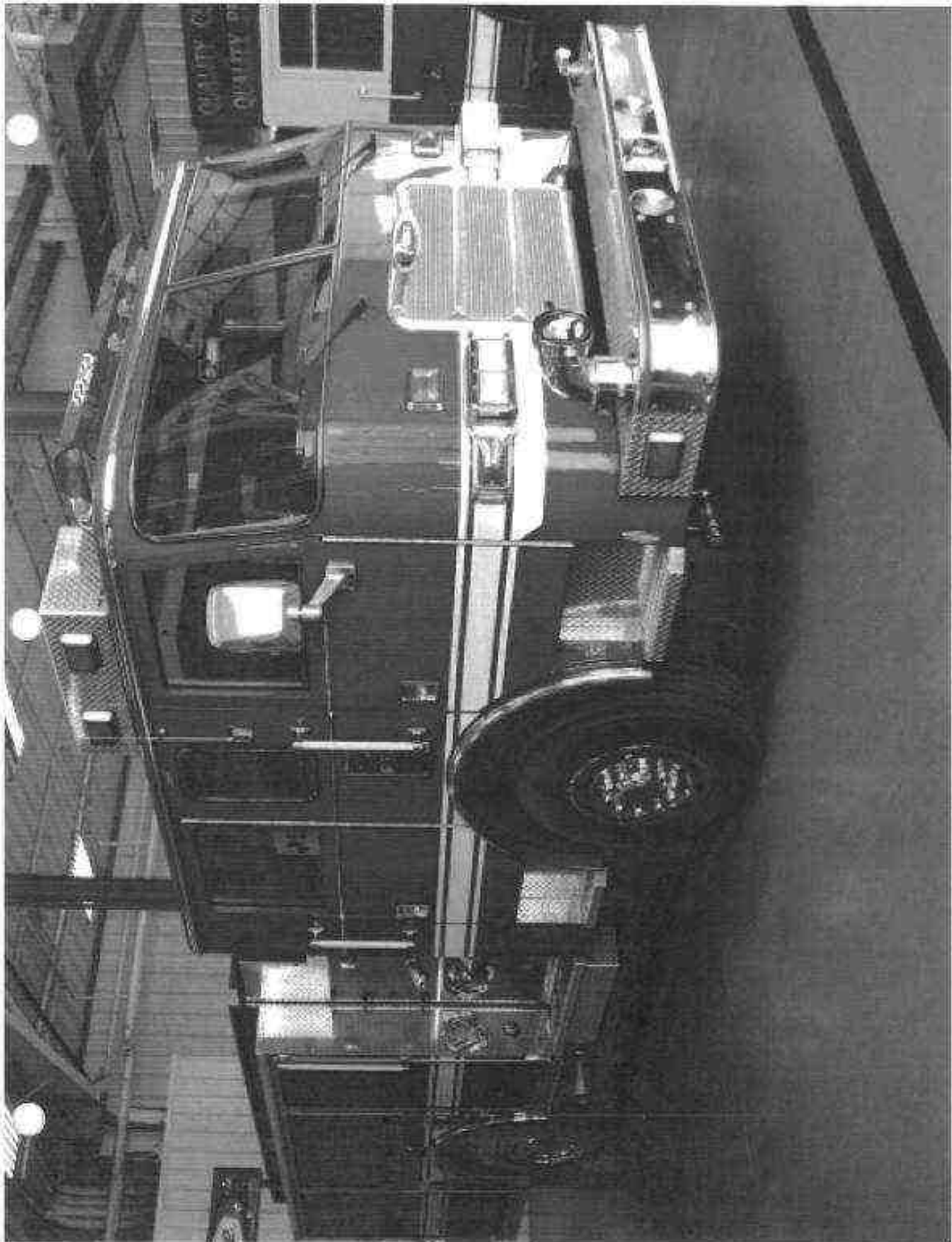


18204 – Arrow XT™ Pumper

- 2006 4-door 6-man side control pumper
- Wheelbase- 181.5"
- Caterpillar C13 525hp engine
- 19,500 lb. front axle, 24,000 lb. rear axle
- TAK-4 front suspension
- 19" extended bumper w/1.5" outlet
- 1500 single stage Waterous pump
- 750 gallon water tank
- Outlets- two 2.5" on driver and passenger sides, 4" large diameter on passenger side
- Crosslays- two 1.5", one 2.5"
- Husky 12 Foam System
- Side-Roll Protection
- Ladder storage between tank and side sheet
- Heat and AC
- Roll-up doors

Please contact your Pierce Sales Representative for additional information.







Dale Surrett

From: Travis Tilson [mailto:ttilson@oconeelaw.com]
Sent: Wednesday, February 11, 2009 9:37 AM
To: Dale Surrett
Subject: RE: Mobile digital photo and address point project van

We have gotten some phone calls, but as far as I know we have been able to successfully explain it according to the press release, of which we do have a copy posted in the 911 center.

I haven't seen any complaints regarding private property.

Lt. Travis C. Tilson, Director
Oconee County Sheriff's Office
Emergency Communications / E-911
Office: (864) 718-1010
Fax: (864) 638-4434
Email: ttilson@oconeelaw.com
www.oconeelaw.com

From: Dale Surrett [mailto:dsurrett@oconeoosc.com]
Sent: Tuesday, February 10, 2009 8:32 PM
To: Travis Tilson
Cc: Leslie N. Smith
Subject: Mobile digital photo and address point project van

Travis,

Mr. McCall told me today that he has received numerous complaints regarding the white van involved in the project.

Has the SO received complaints that have not been resolved by informing the callers of the nature of the van and activities?

Has the SO received any complaints that they are driving on private property?

Do the dispatchers have the press release and related info about the van?

DS

PRESS RELEASE

Oconee County Mapping Office

DATE: December 8, 2008
TO: News Media
FROM: Oconee County Mapping Office

SUBJECT: Mapping and Address Verification Project

Starting December 10th, this office will begin conducting a comprehensive address verification and property-imaging project with the assistance of Yotta MVS, Inc. The scope of the Address Verification Project in addition to the verification of address information includes capturing a GPS reading and digital photograph of the exterior of every residence and business in the County. Project goals and benefits include:

- ◆ Validate property addresses to identify homes and businesses for fire, police, and medical emergency response.
- ◆ Improve the overall quality of property records available not only for use by fire, police, and medical response personnel but also for other governmental functions such as planning and economic development.
- ◆ To improve the mapping available for use by fire, police, and medical responders.
- ◆ Save taxpayers money by making the property tax administration process more efficient.
- ◆ To improve and automate the county property records.
- ◆ Assist homeowners and businesses with "before" photos in case of losses.

- ◆ Enhance emergency management recovery reporting necessary for state and federal assistance.
- ◆ To improve the County's ability to obtain state and federal disaster recovery funding.

There will be white Ford window van(s) with digital photographic equipment located in each vehicle. Each van will have a driver and a photographer inside and a magnetic sign on each side of the vans that reads:

Oconee County Mapping and
Address Verification Project
(864) 638-4154

All field work will be performed from inside the van, and from public roadways only. We expect this project to begin on December 10th, 2009 and should conclude by April 15th of 2009.

If you need more information, have any questions or comments; please do not hesitate to contact us at 864-638-4154.

MARK WASHINGTON
Oconee County
GIS MANAGER
Mwashington@oconeesc.com

County cruising your neighborhood

White vans are part of four-month mapping effort

[E-mail only](#) [Discuss story](#) [iPod friendly vans](#)

By Brett McLaughlin (Contact / Staff Bio)

December 11, 2008 - 12:00 a.m. EST

WALHALLA — Do not — repeat, do not — call the police if you see a white Ford van cruising your neighborhood if it appears to have digital photographic equipment inside and magnetic signs reading 'Oconee County Mapping and Address Verification Project' on the outside.

It's merely big brother making sure he knows where you live.

That's not how the county is ailing the comprehensive address verification and property-imaging project it began on Wednesday, but some folks may see it that way.

As the van travels the highways and byways of the county, it will verify addresses, capture a global positioning system (GPS) reading and take a digital photograph of the exterior of every residence and business in the county.

County Council approved funding for the \$187,000 video-imaging program last month. Although ostensibly purchased to assist the tax administration process in the county, those who are doing the work say there are many other benefits, including enhanced response time by fire, police and emergency medical personnel.

A news release issued by the Oconee County Mapping Office said the project would also improve the overall quality of property records for planning and economic development purposes and actually assist home and business owners by being able to provide "before" photos in case of property losses.

However, improving the county's ability to administer taxes appears to be a significant intent of the effort that, ironically, is scheduled to be finished on April 15 (tax day), 2009.

According to the statement, the process will improve and automate the county property records and save money by making the tax administration process more efficient.

The inability of the county to accurately and efficiently reassess property in 2005-06 was blamed largely on antiquated computer software.

This mapping project is related to updating those property records.

County officials have said that all fieldwork will be performed from inside the van or from public roadways only.

Anyone desiring more information may call (864) 638-4154, which is the number that will also be printed on the side of the vans being used for the project.

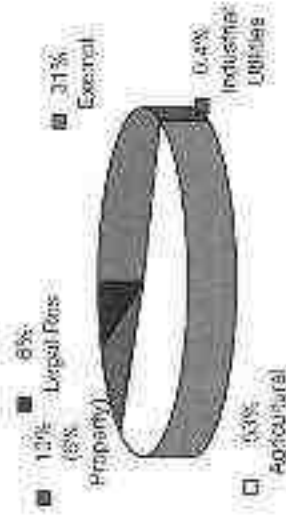
12/12/2008

2007 County Analysis

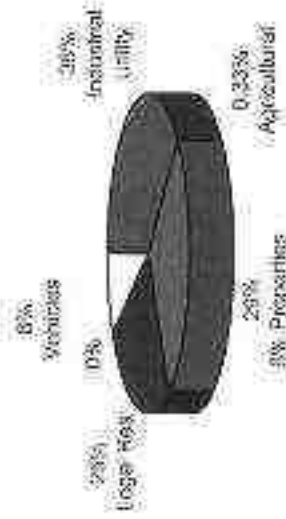
(based on report dated 2/19/08)

Classification	Acreage	Assessed Value	% Total County Acreage	% Total County Assessed Value
Exempt (no breakdown available)	124,670	\$0	30.91%	0%
Agricultural	210,120	\$1,653,640	52.09%	0.83%
Industries/Utility	1,660	\$386,117,108	0.41%	37.15%
6% Properties	41,480	\$145,845,990	10.29%	29.13%
4% Legal Residence	24,290	\$125,634,460	6.02%	25.07%
Vehicles/Other Personal	n/a	\$41,699,937	11%	8.32%

% Total County Acreage



% Total County Assessment



Note: Homestead Exemptions = 8,584 records
 Homestead Assessment = \$6,589,636.95
 Homestead w/zero taxes = 1,728